



COMMUNITY DEVELOPMENT DEPARTMENT

345 North El Dorado Street • Stockton, CA 95202 • (209) 937-8266 • Fax (209) 937-8893

November 27, 2024

Matt Arnaiz
Holman Investors, LLC.
3200 E. Eight Mile Road
Stockton, CA 95212

Holman Investors, LLC
P.O. Box 8596
Stockton, CA 95208
Attn: Matt Arnaiz

Arnaiz Development Co., INC.
Attn: Richard K. Denhalter Esq.
General Counsel
3400 Eight Mile Road
Stockton, CA 95212

RE: 2024 ANNUAL DEVELOPMENT AGREEMENT REVIEW: CANNERY PARK (DA2-03)

Dear Mr. Arnaiz,

Per state law (California Government Code, § 65865.1), Section 16.128.110.D of the Stockton Municipal Code (SMC) and the terms of the Development Agreement (DA) listed above: it is the duty of the applicant and/or the successor(s)-in-interest to provide evidence of good faith compliance with the agreement. This letter serves as notice to submit a periodic review (at least once every 12 months) and update the progress of the terms in the Development Agreement.

Your project DA compliance report must be submitted to Anson Lihosit, Senior Planner, by email or mailed to Anson Lihosit, Community Development Department, 345 N. El Dorado Street, Stockton, CA 95202. **Staff has not received a copy of the recorded Second Amended DA. Please provide a copy of the recorded document with your DA compliance report.** Once all compliance reports are submitted, city staff will present a status and compliance report for all active DAs to the City of Stockton Planning Commission for a compliance determination per SMC 16.128.110.C. Please see the attached compliance letter from last year. (Attachment 1)

If you are no longer the current "Landowner" and have conveyed your interest, please provide the city with a copy of the recorded Assignment and Assumption Agreement, or else the city will continue to hold you responsible for the terms of the Development Agreement.

If you have any questions, please contact Anson Lihosit, Senior Planner, at 209-937-8316 or anson.lihosit@stocktonca.gov.

Cordially,

Anson K. Lihosit, AICP
Senior Planner
Community Development Department

Attachment:

1. 2023 Compliance Letter

Holman Investors LLC

3400 E. Eight Mile Road, Stockton, CA 95212 (209) 931-9740 FAX (209) 931-9741

December 5, 2024

Anson Lihosit
Senior Planner
Community Development Department
345 N. El Dorado Street, Stockton CA 95202

Re: Cannery Park Development Agreement Compliance Update

Mr. Lihosit,

The following provides an update of the progress made related to the Cannery Park project since the previous Compliance Update dated December 31, 2023:

Progress has been made on the Eight Mile Road / Holman Road intersection improvements following a lengthy delay caused by PG&E. We now anticipate the opening of Holman Road from PFC Jesse Mizener Stret to Eight Mile Road to occur during the Spring of 2025.

The sale of the second issuance of bond funds for Community Facilities District CFD 2019-1 was finalized.

Approximately 80 acres were subject to a General Plan Amendment, a Zoning Map Amendment, Tentative Subdivision Map, and the Second Amended Development Agreement to create 331 single family lots, a neighborhood park site, a storm water basin site, and reposition a 12-acre multi-family site.

JEN California 31 LLC acquired Cannery Park Units 13-15 consisting of 331 single family lots and will subsequently record final subdivision maps and construct public improvements.

Please let me know if there is any additional information that I may be able to provide.

Sincerely,

Holman Investors, LLC



Matthew Arnaiz



COMMUNITY DEVELOPMENT DEPARTMENT

345 North El Dorado Street • Stockton, CA 95202 • (209) 937-8266 • Fax (209) 937-8893

January 8, 2025

Dea Spanos Berberian, as Trustee of F. Spanos Nonexempt Trust FBO Dea Spanos Berberian established U/D/T dated January 27, 1998, and A. Spanos Nonexempt Trust FBO Dea Spanos Berberian, established U/D/T dated January 27, 1998, 3520 Brookside Road, Suite #171 Stockton, CA 95219

Sheppard, Mullin, Richter & Hampton LLP
650 Town Center Drive, 19th Floor
Costa Mesa, CA 92626
Attn: Corey Steady
(714) 513-5100

RE: 2024 ANNUAL DEVELOPMENT AGREEMENT REVIEW: DELTA COVE (P21-1098)

Dear Ms. Spanos Berberian,

Per state law (California Government Code, § 65865.1), Section 16.128.110.D of the Stockton Municipal Code (SMC) and the terms of the Development Agreement (DA) listed above: it is the duty of the applicant and/or the successor(s)-in-interest to provide evidence of good faith compliance with the agreement. This letter serves as notice to submit a periodic review (at least once every 12 months) and update the progress of the terms in the Development Agreement.

Your project DA compliance report must be submitted to Anson Lihosit, Senior Planner, by email or mailed to Anson Lihosit, Community Development Department, 345 N. El Dorado Street, Stockton, CA 95202. Once all compliance reports are submitted, city staff will present a status and compliance report for all active DAs to the City of Stockton Planning Commission for a compliance determination per SMC 16.128.110.C. Please see the attached compliance letter from last year. (Attachment 1)

If you are no longer the current "Landowner" and have conveyed your interest, please provide the city with a copy of the recorded Assignment and Assumption Agreement, or else the city will continue to hold you responsible for the terms of the Development Agreement.

If you have any questions, please contact Anson Lihosit, Senior Planner, at 209-937-8316 or anson.lihosit@stocktonca.gov.

Cordially,

Anson K. Lihosit, AICP
Senior Planner
Community Development Department

Attachment:

1. 2023 Compliance Letter

Anson Lihosit

From: Justin Mahramas <JMahramas@sheppardmullin.com>
Sent: Wednesday, January 22, 2025 5:00 PM
To: Anson Lihosit
Cc: Michael McDowell; Erin Capps; Alexandros Economou; Mark Okuma
Subject: Crystal Bay / Delta Cove DA
Attachments: 10-31-2024_RecordedPartialAssignmentAndAssumption_CrystalBay.pdf; 10-31-2024_RecordedAssignmentAndAssumptionAgreement_Delta Cove.pdf; - REC1_GD_2024-093446.pdf; - REC3_GD_2024-093448.pdf

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Anson,

Following up on your request regarding the status of the development agreements for the Delta Cove and Crystal Bay annual reviews.

Delta Cove:

The Delta Cove property was conveyed by a grant deed recorded October 31, 2025, and the Delta Cove development agreement was assigned by assignment and assumption agreement recorded on October 31, 2024, copies of which are attached hereto. Those documents conveyed the Delta Cove property and assigned the Delta Cove development agreement to Dea Spanos Berberian, as Trustee of F. Spanos Nonexempt Trust and Dea Spanos Berberian, as Trustee of A. Spanos Nonexempt Trust. Given the recency of that assignment, the new property owners are collecting information and preparing to move forward under the development agreement.

Crystal Bay:

The Crystal Bay property was conveyed by a grant deed recorded October 31, 2025, and the rights and obligations regarding the Crystal Bay property (but not with respect to the Westlake or any other property) under the Westlake and Crystal Bay development agreement were assigned by the partial assignment and assumption agreement recorded on October 31, 2024, copies of which are attached hereto. Those documents conveyed the Crystal Bay property and assigned the rights and obligations regarding the Crystal Bay property (but not with respect to the Westlake or any other property) under the Westlake and Crystal Bay development agreement to Dea Spanos Berberian, as Trustee of F. Spanos Nonexempt Trust and Dea Spanos Berberian, as Trustee of A. Spanos Nonexempt Trust. Given the recency of that partial assignment, the new property owners are collecting information and preparing to move forward under that development agreement.

Based on the preliminary information collected by the new owners, we understand as follows:

Crystal Bay is a planned residential community of 173.6 acres and approximately 1,343 residential units, designed with a variety of park and open space amenities. In relation to this development, the Vesting Tentative Map of Tract No. 3585, Subdivisions of San Joaquin County, Crystal Bay at Spanos Park West ("Crystal Bay Tentative Map") was approved by the Stockton Planning Commission on April 10, 2008 and filed on July 20, 2008. The Crystal Bay Tentative Map is included as part of the partial assignment and assumption of development agreement, which is set to expire on January 10, 2040.

Property upgrades include two 72" connection pipes that have been installed connecting drainage from the Crystal Bay property to Lake 3 on the Westlake property. The prior owner of the Crystal Bay property paid for that installation in full. Those connections will allow surface drainage from the Crystal Bay to flow to Lake 3 and the

stormwater drainage system on the Westlake property. Further, the Scott Street Drive was extended to the boundary of Crystal Bay, and the owners of the Crystal Bay property contemplate that Scott Creek Drive will be extended through Crystal Bay from its boundary when the Crystal Bay property is developed to serve as a secondary access to the Crystal Bay property.

The sanitary sewer lift station on the Westlake property that will also service the Crystal Bay property was completed and accepted by the City of Stockton. The storm drain pump station on parcel 9 of the Large Lot Final Map that will service the Crystal Bay property has been completed and also accepted by the City of Stockton.

Please contact us should you wish to discuss the status of either development agreement.

Best,
Justin

Justin J. Mahramas

+1 213-617-4101 | direct

+1 412-916-2455 | cell

JMahramas@sheppardmullin.com | [Bio](#)

SheppardMullin

350 South Grand Avenue, 40th Floor

Los Angeles, CA 90071-3460

+1 213-620-1780 | main

www.sheppardmullin.com | [LinkedIn](#)

We have moved! Please note our new address in my signature block.

Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.



COMMUNITY DEVELOPMENT DEPARTMENT
345 North El Dorado Street • Stockton, CA 95202 • (209) 937-8266 • Fax (209) 937-8893

November 27, 2024

Greenlaw Development, LLC
Attention: Rob Mitchell
18301 Von Karman Avenue, Suite 301
Irvine, CA 92612

Thia Cochran
Cochran Law Group
18301 Von Karman Avenue, Suite 301
Irvine, CA 92612

RE: 2024 ANNUAL DEVELOPMENT AGREEMENT REVIEW: MARIPOSA INDUSTRIAL PROJECT (P20-0805)

Dear Rob Mitchell,

Per state law (California Government Code, § 65865.1), Section 16.128.110.D of the Stockton Municipal Code (SMC) and the terms of the Development Agreement (DA) listed above: it is the duty of the applicant and/or the successor(s)-in-interest to provide evidence of good faith compliance with the agreement. This letter serves as notice to submit a periodic review (at least once every 12 months) and update the progress of the terms in the Development Agreement.

Your project DA compliance report must be submitted to Anson Lihosit, Senior Planner, by email or mailed to Anson Lihosit, Community Development Department, 345 N. El Dorado Street, Stockton, CA 95202. Once all compliance reports are submitted, city staff will present a status and compliance report for all active DAs to the City of Stockton Planning Commission for a compliance determination per SMC 16.128.110.C. Please see the attached compliance letter from last year. (Attachment 1)

If you are no longer the current "Landowner" and have conveyed your interest, please provide the city with a copy of the recorded Assignment and Assumption Agreement, or else the city will continue to hold you responsible for the terms of the Development Agreement.

If you have any questions, please contact Anson Lihosit, Senior Planner, at 209-937-8316 or anson.lihosit@stocktonca.gov.

Cordially,

Anson K. Lihosit, AICP
Senior Planner
Community Development Department

Attachment:

1. 2023 Compliance Letter



GREENLAW

December 10, 2024

Mr. Anson K. Lihosit, AICP
Senior Planner, City of Stockton
345 N El Dorado Street, Stockton, CA 95202

**RE: 2024 ANNUAL DEVELOPOMENT AGREEMENT REVIEW: MARIPOSA
INDUSTRIAL PARK 1 INDUSTRIAL PROJECT (P20-0805)**

Dear Mr. Lihost:

Attached, please find a chart listing compliance with the terms of the above referenced Development Agreement.

We were successful this year in working with the City to form the Fire CFD, a major term of the DA. We also amended the DA this year, adding three small outparcels that were not included in the original approvals. The construction of the first phase of the project, the WalMart project, is well under way.

Please let myself, or our Project Manager, Mike Souza (mike@souzard.com), know if you have any questions.

Sincerely,

Rob Mitchell
Greenlaw Partners



GREENLAW

Greenlaw/City of Stockton DA Review

Mariposa Industrial Park 1

December 2024

Section 2.1, LAFCO Annexation	Annexation complete
Section 6.1, CFD Formation	CFD formation complete
Section 6.2, and 7.2.2 Funding for CFD Formation	Payment made, CFD formation complete
Section 8.3, Mitigation Measures	Applicable mitigation measures are being implemented through the construction documents
Section 8.3.1, Prohibition of Cold Storage	No cold storage is proposed
Section 8.3.2, Additional Construction Requirements	Being implemented on construction drawings
Section 8.3.3, Additional Signage Requirements	City responsibility
Section 8.3.4 Additional Financial Contribution	This payment has been made



COMMUNITY DEVELOPMENT DEPARTMENT
345 North El Dorado Street • Stockton, CA 95202 • (209) 937-8266 • Fax (209) 937-8893

November 27, 2024

Brett S. Jolley McKinley, Conger, Jolley & Galarneau, LLP 3031 W. March Lane, Suite 230 Stockton, CA 95219	c/o PCCP Mariposa Lakes, LLC 222 N. Sepulveda Boulevard, Suite 2222 El Segundo, CA 90245 Attention: William R. Lindsay	c/o PCCP Mariposa Lakes, LLC 150 California Street, 22 nd Floor San Francisco, CA 94111 Attention: Phil Russick	Gerry N. Kamilos, LLC 11249 Gold Country Blvd., Suite 190 Gold River, CA 95670	Daniel Doporto Jarvis Fay & Doporto 475 14 th Street, Suite 260 Oakland, CA 94612
--	--	---	---	---

RE: 2024 ANNUAL DEVELOPMENT AGREEMENT REVIEW: MARIPOSA LAKES SPECIFIC PLAN (DA7-05)

Dear Brett Jolley,

Per state law (California Government Code, § 65865.1), Section 16.128.110.D of the Stockton Municipal Code (SMC) and the terms of the Development Agreement (DA) listed above: it is the duty of the applicant and/or the successor(s)-in-interest to provide evidence of good faith compliance with the agreement. This letter serves as notice to submit a periodic review (at least once every 12 months) and update the progress of the terms in the Development Agreement.

Your project DA compliance report must be submitted to Anson Lihosit, Senior Planner, by email or mailed to Anson Lihosit, Community Development Department, 345 N. El Dorado Street, Stockton, CA 95202. Once all compliance reports are submitted, city staff will present a status and compliance report for all active DAs to the City of Stockton Planning Commission for a compliance determination per SMC 16.128.110.C. Please see the attached compliance letter from last year. (Attachment 1)

If you are no longer the current "Landowner" and have conveyed your interest, please provide the city with a copy of the recorded Assignment and Assumption Agreement, or else the city will continue to hold you responsible for the terms of the Development Agreement.

If you have any questions, please contact Anson Lihosit, Senior Planner, at 209-937-8316 or anson.lihosit@stocktonca.gov.

Cordially,

Anson K. Lihosit, AICP
Senior Planner
Community Development Department

Attachment:

1. 2023 Compliance Letter



KAMILOS COMPANIES
Transforming Communities Since 1990

February 13, 2025

Via Email Only

Anson K. Lihost

Senior Planner, Advanced Planning

Community Development Department

345 N. El Dorado Street, Stockton, CA 95202

Anson.Lihosit@stocktonca.gov

Re: Mariposa Lakes Development Agreement Update:

Dear Anson,

On behalf of PCCP LB Mariposa lakes, LLC ("PCCP") the successor to PCCP Mariposa Lakes. LLC with which the city entered into a development agreement regarding the development of the Mariposa Lakes project on October 28, 2008 (the "Development Agreement"), see Ordinance No. 015-08; see also Recorder's Instrument No. 2008-196213 ("DA") this office submits the following information regarding status review of the DA.

The staff report for the Planning Commission's annual review of the DA provides:

"DA Compliance: Substantially compliant due to need for a new Annexation Agreement. Staff has not received direction from the Applicant on when development will occur or when the Annexation Agreement will be updated."

Since the City's annual compliance review in 2024, PCCP continues to work with its architectural and engineering team to prepare and evaluate various planning scenarios. Each of these scenarios required costing of infrastructure and the ultimate structure whether residential, commercial, or industrial. Various schedules have been prepared and evaluated including and not limited to implementation entitlements, permitting, construction, and financing. These scenarios prepared, reviewed, and evaluated are consistent with the DA. This included several scenarios for an initial development phase for the Mariposa Lakes Specific Plan (MLSP) area.

The project team will continue its work from 2024 throughout 2025 to begin pre-engineering design of various components including costing considering potential increase in costs due to inflation and rising import cost of steel, plastic, and concrete. Our team will evaluate feasible building and product designs for residential, retail, commercial, industrial, and workforce housing. We expect to complete a phasing analysis that will allow both the financing and increments that allow feasible

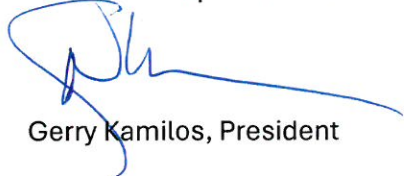
development of each determined phase. The project team will continue its 2024 work into 2025 to complete its scoping and phasing to implement improvements that are programmatic for initial and future development.

In 2024, we reported that in early 2025, PCCP's planned to bring forward a pre-zoning and annexation application to the city. Given the challenging and solvable complexities of implementation and correct phasing design and size, our projection for such an application is 2nd Quarter 2026. We are consistent with our report last year that this application will include updated technical, planning, and environmental studies for the determined Phase 1 and a programmatic documentation for the subsequent phases. We are prepared and available to meet with staff to finalize an updated annexation agreement to complete in 2025.

Please do not hesitate to contact me if you have any further questions or comments.

Sincerely,

Kamilos Companies LLC



Gerry Kamilos, President

CC: PCCP



COMMUNITY DEVELOPMENT DEPARTMENT

345 North El Dorado Street • Stockton, CA 95202 • (209) 937-8266 • Fax (209) 937-8893

November 27, 2024

Kirk DeJesus
Port Director
Port of Stockton
P.O. Box 2089
Stockton, CA 95201

Mr. A. Richard Aschieris
Port Director
Port of Stockton
P.O. Box 2089
Stockton, CA 95201

Steven A. Herum
Herum/Crabtree
5757 Pacific Avenue, Suite 222
Stockton, CA 95207

RE: 2024 ANNUAL DEVELOPMENT AGREEMENT REVIEW: PORT OF STOCKTON (P12-087)

Dear Kirk DeJesus,

Per state law (California Government Code, § 65865.1), Section 16.128.110.D of the Stockton Municipal Code (SMC) and the terms of the Development Agreement (DA) listed above: it is the duty of the applicant and/or the successor(s)-in-interest to provide evidence of good faith compliance with the agreement. This letter serves as notice to submit a periodic review (at least once every 12 months) and update the progress of the terms in the Development Agreement.

Your project DA compliance report must be submitted to Anson Lihosit, Senior Planner, by email or mailed to Anson Lihosit, Community Development Department, 345 N. El Dorado Street, Stockton, CA 95202. Once all compliance reports are submitted, city staff will present a status and compliance report for all active DAs to the City of Stockton Planning Commission for a compliance determination per SMC 16.128.110.C. Please see the attached compliance letter from last year. (Attachment 1)

If you are no longer the current "Landowner" and have conveyed your interest, please provide the city with a copy of the recorded Assignment and Assumption Agreement, or else the city will continue to hold you responsible for the terms of the Development Agreement.

If you have any questions, please contact Anson Lihosit, Senior Planner, at 209-937-8316 or anson.lihosit@stocktonca.gov.

Cordially,

Anson K. Lihosit, AICP
Senior Planner
Community Development Department

Attachment:

1. 2023 Compliance Letter

PORT OF STOCKTON

Phone: (209) 946-0246



Fax: (209) 465-7244

January 27, 2025

Mr. Anson K. Lihosit, AICP
Advanced Planning Manager
City of Stockton
345 N. El Dorado Street
Stockton, CA 95202

Port of Stockton Development Agreement (P12-087) Annual Review Statement

In satisfaction of Stockton Municipal Code section 15.128.110(D), the Port of Stockton presents the following 2024 statement.

The Port is in full compliance under that certain Development Agreement between the City of Stockton and Port of Stockton recorded December 24, 2012.

By way of background, this Development Agreement has several unique features. First, it is a development agreement between two public agencies rather than between a city or county and a private landowner. Second, the certainty and stability of the Development Agreement evolves in the City's favor. The Port's obligation is to operate under this certainty and stability to create economic opportunity and family wage jobs. Thus, Recital B states that the City "seek(s) to assure development of the Project Site" because, according to Recital I, the Port "is the leading engine producing job opportunities and economic growth in the City of Stockton and it is in the vital public interest to assure" the Port successfully operates. Thus Recital J explains that the City "intends by this Development Agreement to provide the Port of Stockton with a vested right to operate" according to current ordinance, policies and standards.

Accordingly, the Port's duty under the Development Agreement is the common law good faith requirement to operate in a manner to try and create "job opportunities and economic growth" facilitated in part by the certainty and stability offered by the Development Agreement. For purposes of clarity, we provide recent statistics concerning the Port's efforts to create family wage jobs and economic growth in Stockton.

Since 2012, the Port has entitled 21 major development projects with an estimated capital investment of \$860 million with the potential to create 1,673 direct and indirect jobs. Over

POS Development Agreement Annual Review Statement, page 2

The Port has multiple pending projects it is currently working on with an estimated capital investment of over \$477 million and the potential to create 1,075 direct and indirect jobs.

Since 2012, Port projects have generated more than \$5 million in City permit fees and more than \$83.2 million in possessory interest (property tax) revenue for San Joaquin County.

Should you have any questions regarding the Port's Development Agreement Annual Review Statement, please contact me at nelson@stocktonport.com or (209) 946-0246.

Sincerely,



Rhonda Nelson
Director, Real Estate & Port Development

cc: Kirk DeJesus, Port Director
Steven A. Herum, Port Counsel



COMMUNITY DEVELOPMENT DEPARTMENT
345 North El Dorado Street • Stockton, CA 95202 • (209) 937-8266 • Fax (209) 937-8893

November 27, 2024

Sanctuary by Grupe, LLC
3255 W. March Lane, Suite 400
Stockton, CA 95219
Attention: Nelson Bahler

Michael D. Hakeem, Esq.
Hakeem, Ellis & Marengo
3414 Brookside Road
Stockton, CA 95219

Jeremy S. White
Chief Operating Officer
The Grupe Company
3255 West March Lane, Suite 400
Stockton, CA 95219

RE: 2024 ANNUAL DEVELOPMENT AGREEMENT REVIEW: SANCTUARY (DA3-05)

Dear Nelson Bahler,

Per state law (California Government Code, § 65865.1), Section 16.128.110.D of the Stockton Municipal Code (SMC) and the terms of the Development Agreement (DA) listed above: it is the duty of the applicant and/or the successor(s)-in-interest to provide evidence of good faith compliance with the agreement. This letter serves as notice to submit a periodic review (at least once every 12 months) and update the progress of the terms in the Development Agreement.

Your project DA compliance report must be submitted to Anson Lihosit, Senior Planner, by email or mailed to Anson Lihosit, Community Development Department, 345 N. El Dorado Street, Stockton, CA 95202. Once all compliance reports are submitted, city staff will present a status and compliance report for all active DAs to the City of Stockton Planning Commission for a compliance determination per SMC 16.128.110.C. Please see the attached compliance letter from last year. (Attachment 1)

If you are no longer the current "Landowner" and have conveyed your interest, please provide the city with a copy of the recorded Assignment and Assumption Agreement, or else the city will continue to hold you responsible for the terms of the Development Agreement.

If you have any questions, please contact Anson Lihosit, Senior Planner, at 209-937-8316 or anson.lihosit@stocktonca.gov.

Cordially,

Anson K. Lihosit, AICP
Senior Planner
Community Development Department

Attachment:

1. 2023 Compliance Letter



December 4, 2024

Via Email: Anson.Lihosit@stocktonca.gov

Mr. Anson Lihosit
Senior Planner, Advanced Planning
City of Stockton
345 North El Dorado St
Stockton, CA 95202

Re: Sanctuary Development Agreement (DA003-05) – Annual Review Compliance Certification

Dear Mr. Lihosit:

Thank you for your letter dated November 23, 2024 requesting our annual compliance certification. I understand that the purpose of the letter, which is being sent to all developers with active Development Agreements, is to obtain the developers good faith opinion that they are in compliance with their specific development agreement. In addition, according to section 4.04(b) of our Development Agreement, this letter is submitted to the City pursuant to the requirements of Government Code section 65865.1 and Municipal Code section 16-525.110.

The Development Agreement is between the City and Sanctuary By Grupe ("SBG"), which is a single purpose entity, to structure the planning and development of the Sanctuary project. SBG's managing member is Grupe Investment Company, Inc, of which I am the Chief Operating Officer. I've been employed by The Grupe Company for nearly 30 years and have been involved with the entitlement process for Sanctuary, therefore, I'm the most qualified to respond to the City's request.

Since our last annual review compliance certification was submitted to the City on January 10, 2024, SBG has continued progress on Sanctuary in preparation to commence development. The recent activities include but are not limited to:

1. We're engaged with Kjeldsen, Sinnock & Neudeck, our flood control engineer, and the Reclamation District, to work with SJAFCA (on behalf of the U.S. Army Corps of Engineers) for a levee improvement project.
2. Continued consulting with Siegfried Engineering, our civil engineer, related to the levee improvement project and the overall development of Sanctuary.

SANCTUARY BY GRUPE

3255 West March Lane 4th Floor, Stockton, CA 95219 · P.O. Box 7576, Stockton, CA 95267-0576
209/473-6000

After reviewing the Development Agreement, it is our opinion we are in good faith compliance with its' terms. Pursuant to section 4.04(c) of the Development Agreement, we respectfully request written confirmation from the Community Development Director supporting our finding.

If you should have any questions, please do not hesitate to contact me via email (jwhite@grupe.com) or phone (209-473-6068).

Sincerely,

GRUPE INVESTMENT COMPANY, INC.

A handwritten signature in black ink, appearing to read "Jeremy White", written in a cursive style.

Jeremy S. White
Chief Operating Officer



COMMUNITY DEVELOPMENT DEPARTMENT

345 North El Dorado Street • Stockton, CA 95202 • (209) 937-8266 • Fax (209) 937-8893

November 27, 2024

Rosie A. Ruppel
General Counsel
A.G. Spanos Construction, Inc.
10100 Trinity Parkway, 5th Floor
Stockton, CA 95219

A.G. Spanos Construction, Inc.
1341 W. Robinhood Drive, Suite B-5
Stockton, CA 95207
Attention: Jerry Murphy

John Briscoe
Washburn, Briscoe & McCarthy
55 Francisco Street, Suite 600
San Francisco, CA 94133

RE: 2024 ANNUAL DEVELOPMENT AGREEMENT REVIEW: SPANOS PARK WEST (BUSINESS PARK DA1-00) AND DENSITY TRANSFER AGREEMENT (DA3-01)

Dear Rosie Ruppel,

Per state law (California Government Code, § 65865.1), Section 16.128.110.D of the Stockton Municipal Code (SMC) and the terms of the Development Agreement (DA) listed above: it is the duty of the applicant and/or the successor(s)-in-interest to provide evidence of good faith compliance with the agreement. This letter serves as notice to submit a periodic review (at least once every 12 months) and update the progress of the terms in the Development Agreement.

Your project DA compliance report must be submitted to Anson Lihosit, Senior Planner, by email or mailed to Anson Lihosit, Community Development Department, 345 N. El Dorado Street, Stockton, CA 95202. Once all compliance reports are submitted, city staff will present a status and compliance report for all active DAs to the City of Stockton Planning Commission for a compliance determination per SMC 16.128.110.C. Please see the attached compliance letter from last year. (Attachment 1)

If you are no longer the current "Landowner" and have conveyed your interest, please provide the city with a copy of the recorded Assignment and Assumption Agreement, or else the city will continue to hold you responsible for the terms of the Development Agreement.

If you have any questions, please contact Anson Lihosit, Senior Planner, at 209-937-8316 or anson.lihosit@stocktonca.gov.

Cordially,

Anson K. Lihosit, AICP
Senior Planner
Community Development Department

Attachment:

1. 2023 Compliance Letter



March 3, 2025

City of Stockton
Community Development Department
Attn: Anson Lihosit
Senior Planner
345 North El Dorado
Stockton, California 95202
Anson.lihosit@stocktonca.gov

**RE: PERIODIC REVIEW OF COMPLIANCE OF SPANOS PARK WEST
DEVELOPMENT AGREEMENT (BUSINESS PARK DA1-00) AND DENSITY
TRANSFER AGREEMENT (DA3-01)**

Dear Anson:

This letter is submitted to the Planning Commission of the City of Stockton pursuant to the requirements of California Government Code Section 65865.1 and Code Section 16-192 and in accordance with Section 7.1 of the Spanos Park West Development Agreement dated January 29, 2002, Section 7.1 of the Spanos Park West Density Transfer Development Agreement dated January 29, 2002, and your request dated November 27, 2024.

The City of Stockton, a municipal corporation of the State of California ("City") entered into that certain Spanos Park West Development Agreement dated January 29, 2002 (the "DA") and that certain Spanos Park West Density Transfer Development Agreement dated January 29, 2002 (the "Original DDA") by and between the City and A. G. Spanos Construction, Inc. ("AGSC"). The DA and the Original DDA were both recorded in the Official Records of San Joaquin County on March 11, 2002, as Document Nos. 2002-041898 and 2002-041899 respectively. The Original DDA was subsequently amended by that certain First Amendment to Spanos Park West Density Transfer Development Agreement dated December 9, 2008 and that certain Second Amendment to Spanos Park West Density Transfer Development Agreement dated August 10, 2023 (the Original DDA, as amended by the foregoing, is hereinafter referred to as the "DDA").

The real property which is subject to the DA and the DDA is that certain parcel of land commonly referred to as Spanos Park West and the development rights appurtenant or applicable thereto (collectively referred to herein as the "Project").

City and AGSC entered into the DA dividing Spanos Park West into two (2) parcels (namely, The Villages at Spanos Park and an M-X, mixed use, component named "The A. G. Spanos Business Park" ("Business Park")) and approved a Master Development Plan for the development of the Business Park. Thereafter, on April 30, 2002, City approved an amended Tentative Map (TM 11-00) for the Business Park containing parcels 1 through 20. AGSC

developed Lot 19 of TM 11-00 into the A. G. Spanos Office Building, and, with the consent of City, sold and transferred title to numerous other parcels to various entities for retail use. Additionally, on October 23, 2003, a Parcel Map re-dividing Lots 17A, 17, 10 and 7 of TM 11-00 into four (4) parcels (namely, Parcel 1, Parcel 2, Parcel 3 and Parcel 4) was duly recorded in the official Records of San Joaquin County as DOC # 2003-245479 ("Parcel Map"). AGSC, with the approval of City, sold Parcels 1 and 2 of the Parcel Map for retail use and dedicated Parcel 4 of the Parcel Map as a one hundred foot (100') Public Access and Landscape Easement, and, with the exception of the A. G. Spanos Office Building and Parcel 3 of the Parcel Map (consisting of 4.23 acres), AGSC has divested itself of any ownership within the Business Park.

The DDA was entered into and adopted for the purpose, among other things, of reserving land for high-density residential development consistent with the minimum acreage requirements contained in the City's then-current General Plan Housing Element. In order to assure that approval by City of the Project does not result in non-compliance with the General Plan, AGSC has agreed to provide for and construct a minimum of Nine Hundred Thirty Five (935) multi-family units within the Mixed-Use component of the Project. As of the date of this letter, Owner has developed and constructed (or caused to be developed and constructed) Three Hundred Eight (308) high-density residential units within the Project.

The Stockton metropolitan housing market has experienced a significant decline in demand for high-density residential units. Simultaneously, the commercial density within the Project has increased. Consequently, there is insufficient vacant land within the Project to accommodate the additionally required Six Hundred Twenty-Seven (627) high-density residential units specified under the DDA. In response to the insufficient vacant land within the Project, AGSC anticipates that Three Hundred Ninety-Two (392) high-density residential units will be constructed within the Crystal Bay Project (as defined and specified in Planned Development PD1-08 and Vesting Tentative Map TM17-05) and the Ninety-Six (96) high-density units within the Atlas Tract Project (as defined and specified in Planned Development PD3-06 and Vesting Tentative Map VTM7-08 and VTM28-05) all as set forth in more detail in the permitting documents for both of these projects. Alternatively, AGSC may fulfill the obligation to construct (or cause to be constructed) the high-density residential units referenced above by: (i) paying (or causing to be paid) to the City the sum of Two Thousand and 00/100 Dollars (\$2,000.00) per High-Density Unit on or before February 28, 2032, or (ii) making a contribution on or before February 28, 2032 in an amount not less than Two Thousand and 00/100 Dollars (\$2,000.00) per High-Density Unit to one or more non-profit charitable organizations reasonably approved by the City and having among their purpose(s) the objective of assisting in the provision of housing to residents within the greater downtown or other priority area(s) determined by the City, or (iii) a combination of (i) and (ii), such that the percentage performance of AGSC under both (i) and (ii) equals one hundred percent (100%).

To date, AGSC has contributed Two Hundred Thousand and 00/100 Dollars (\$200,000.00) to an organization that constructed the Anchor Village Apartments located in downtown Stockton

Spanos Park West Periodic Review


March 3, 2025

Page 3

for the provision of affordable housing along with services for veterans at risk of homelessness and individuals living with special needs. AGSC intends to further comply with the provisions of the DA and the DDA as required.

Please contact us should you wish to discuss the status of any portion of the Project. Thank you.

A. G. Spanos Construction, Inc.

By: 
Steven L. Cohen
Executive Vice President



COMMUNITY DEVELOPMENT DEPARTMENT

345 North El Dorado Street • Stockton, CA 95202 • (209) 937-8266 • Fax (209) 937-8893

November 27, 2024

CommonSpirit Health
3200 N. Central Avenue
23rd Floor
Phoenix, AZ 65012
Attention: Senior Vice
President National Real
Estate Services

CommonSpirit Health
3400 Data Drive
Rancho Cordova, CA 95670
Attention: National Real
Estate Services

CommonSpirit Health
3200 N. Central Avenue
23rd Floor
Phoenix AZ 65012
Attention: Legal Team

President and CEO
St. Joseph's Medical Center
1800 N. California Street
Stockton, CA 95204

RE: 2024 ANNUAL DEVELOPMENT AGREEMENT REVIEW: ST. JOSEPH'S MEDICAL CENTER OF STOCKTON (P21-0958)

Dear Senior Vice President,

Per state law (California Government Code, § 65865.1), Section 16.128.110.D of the Stockton Municipal Code (SMC) and the terms of the Development Agreement (DA) listed above: it is the duty of the applicant and/or the successor(s)-in-interest to provide evidence of good faith compliance with the agreement. This letter serves as notice to submit a periodic review (at least once every 12 months) and update the progress of the terms in the Development Agreement.

Your project DA compliance report must be submitted to Anson Lihosit, Senior Planner, by email or mailed to Anson Lihosit, Community Development Department, 345 N. El Dorado Street, Stockton, CA 95202. Once all compliance reports are submitted, city staff will present a status and compliance report for all active DAs to the City of Stockton Planning Commission for a compliance determination per SMC 16.128.110.C. Please see the attached compliance letter from last year. (Attachment 1)

If you are no longer the current "Landowner" and have conveyed your interest, please provide the city with a copy of the recorded Assignment and Assumption Agreement, or else the city will continue to hold you responsible for the terms of the Development Agreement.

If you have any questions, please contact Anson Lihosit, Senior Planner, at 209-937-8316 or anson.lihosit@stocktonca.gov.

Cordially,

Anson K. Lihosit, AICP
Senior Planner
Community Development Department

Attachment:

1. 2023 Compliance Letter



1800 North California Street
Stockton, CA 95204
209.943.2000 Main

01/09/2025

Anson Lihosit
Senior Planner, Advanced Planning
City of Stockton
Community Development Department
345 North El Dorado
Stockton CA 95202

Re: Annual Review of the Development Agreement between the City and the Port City Operating Company, LLC, doing business as St. Joseph's Medical Center of Stockton

Dear Anson:

We are pleased to submit this second annual review of the Development Agreement (the "Agreement") noted above demonstrating compliance with the terms and conditions of the Agreement by St. Joseph's Medical Center ("SJMC" or "St. Joseph's"). The effective date of the Agreement is noted on the front page of the recorded document as October 26, 2023, and the Agreement was recorded with the County Recorder on November 14, 2023. In the intervening time since the effective date, no construction activities have been initiated. A review of the terms by article of the Agreement is presented below.

1. **Articles 1 – 4:** these articles address definitions (Article 1); administrative matters such as representations and warranties (Article 2); effective date and term (Article 3); development of the property, including vested rights and the application of city regulations (Article 4). Except for Section 4.7, these articles do not give rise to questions of compliance.
 - a. **Section 4.7** (Agreement, page 20) requires approval of plans for relocation of public utilities at the time of submittal of final improvement plans. No final improvement plans have been submitted as of this date and, therefore, the compliance requirement is not yet effective.
2. **Article 5: Fees, Exactions, and Impact Fee Credits.** Section 5.1 Impact Fees provides that: "SJMC shall pay when due any and all fees charged by City for impacts from commercial (medical) uses and/or light industrial support buildings (as identified in Exhibit G and referred to collectively as the "Impact Fees") that are in effect as of the Effective Date of this Agreement." (Agreement, page 20). No request for such fees has been received as of the date of this writing.
3. **Article 6: Financing and Public Improvements.** No construction activities have commenced as of the date of this writing and, except as noted below with regard to satisfaction of requirements for flood protection, the terms of this Article do not give rise to questions of compliance.
 - a. **Section 6.5: Phasing of Required Improvements.** This section references "Phased Improvements" to include "the implementation of drainage improvements to achieve a 200-year Urban Level of Flood Protection in the existing below grade structure (i.e., as and when funding becomes available to

finance this improvement.” (Agreement, page 23) SJMC conducted additional technical analysis regarding flood protection and submitted to the City “St. Joseph’s 200-year Floodplain Map Update,” prepared by Jacobs and dated June 3, 2024 (“Floodplain Map Update”). This analysis was peer-reviewed and accepted as edited by the City’s floodplain consultant, PBI Engineering. (See enclosed two emails from PBI’s Karl Brustad and City of Stockton’s John Schweigerdt, Exhibits 1 & 2 confirming PBI acceptance of the Floodplain Map Update.) This analysis also satisfied the requirement of Condition of Approval No. 16 on the Use Permit for the St. Joseph’s Medical Center Expansion, as confirmed by Nicole Moore via email on September 17, 2024. (See enclosed e-mail, Exhibit 3.) Therefore, no further flood improvements shall be required under this section of the Agreement and there has been full compliance with related requirements under this section of the Agreement.

4. **Article 7: Development Standards and Requirements.**

- a. **Section 7.3** Community Benefit provides that “SJMC shall satisfy the requirement for a ‘community benefit’ by...continuing the long-standing history of financial and in-kind contributions to programs and services that support and promote community health, with special focus on the underserved and vulnerable population of the City and surrounding communities.” (Agreement, page 25) SJMC continues to provide the financial and in-kind contributions to programs and services to the City and surrounding communities noted in the Agreement.
- b. **Condition of Approval No. 16** requires SJMC to incorporate “floodproofing measures outlined in the Technical Memorandum [i.e., which was attached to Master Development Plan] or such other measures as may be presented by the applicant and agreed to by the City.” As noted above, SJMC provided to the City the Floodplain Map Update, which was accepted by the City in full satisfaction of Condition of Approval No. 16. See attached Exhs. 1-3.

5. **Article 8: Cooperation and Implementation. Section 8.3.1** pertains to timely submittal of complete applications: “SJMC shall use its best efforts to (i) provide to the City in a timely manner any and all documents, applications, plans, and other information necessary for the City to carry out its obligations hereunder; and (ii) cause SJMC’s planners, engineers, and all other consultants to provide to the City in a timely manner all such documents, applications, plans and other materials required under Applicable Law.” (Agreement, page 27)

- a. The 2023 report on development agreement compliance described applications for a Parcel Merger and Parcel Map. The Parcel Merger was approved by the City and thereafter recorded on March 27, 2024, Document #2024-025148. The Parcel Map was approved by the City and thereafter recorded on October 28, 2024, Document # 2024-019756.

- b. Other than the parcel maps noted immediately above, program and building design efforts by SJMC for the expansion are in progress and documents, plans and other materials are not yet ready for submittal to the City.
 - c. **Section 8.4 Mitigation Measures:** "SJMC shall comply with the mitigation measures in the MMRP, which reflect the mutually agreed-upon timing of specified improvements and SJMC's pro rata share of funding, where applicable." (Agreement, page 28) No construction activities have been initiated giving rise to the implementation of mitigation measures or questions related to compliance with the MMRP.
6. **Article 9:** Third Party Legal Challenge, Indemnity, and Insurance. There have been no legal challenges, and no construction activities have commenced as of the date of this writing.
7. **Article 10:** Annual Review provides that "...the City of Stockton Planning Commission shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every twelve (12 months) at a duly notice public hearing to determine good faith compliance with this Agreement ("Annual Review"). Specifically, the Annual Review shall be conducted for the purposes of determining good faith compliance with the terms and/or conditions of this Agreement, including compliance with mitigation measures in the MMRP. Each Annual Review shall also document the status of Project development. (Agreement, page 31)
- a. This submittal demonstrates SJMC's good faith compliance with this article of the Agreement.
8. **Articles 11 – 15:** these articles address mortgagee protection (Article 11); amendments to the Agreement (Article 12), assignment (Article 13); default, remedies and termination (Article 14); and miscellaneous provisions (Article 15). These articles, as with Articles 1 – 4 noted above, do not give rise to questions of compliance.

St. Joseph's Medical Center looks forward to continuing to work with the City as the expansion project evolves over time. Please contact me if you have any questions or need additional information.

Sincerely,



Joann Marks

Chief Operating Officer Hospital Administration

Enclosures

Cc: Robert O'Hare, Market Director-Real Estate Project Management
 Benjamin J. Predum, Interim President and CEO of St. Joseph's, Market President Central Valley
 Diane Bertilacchi, Manager, Administration, Executive Coordinator to CEO
 Lori Asuncion, City Attorney
 Nicole Moore, City Contract Planner
 Martha Lofgren, Brewer Lofgren LLP

RE: St. Joseph's Floodplain Amendment Memo Peer Review

Karl Brustad <kbrustad@pbieng.com>

Wed 9/11/2024 9:33 AM

To: O'Rourke, Christina <Christina.ORourke@jacobs.com>; Karen Hojas <Karen.Hojas@cumming-group.com>

Cc: Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Robert O'Hare <robert.o'hare@commonspirit.org>

I completed my backcheck and all my comments were adequately addressed.

Thanks,

Karl

Karl Brustad, PE, MBA

Department Leader

C: 916-804-6671 | O: 279-221-0246

80 Blue Ravine Rd, Suite 280

Folsom, CA 95630



From: O'Rourke, Christina <Christina.ORourke@jacobs.com>

Sent: Wednesday, September 11, 2024 9:24 AM

To: Karen Hojas <Karen.Hojas@cumming-group.com>; Karl Brustad <kbrustad@pbieng.com>

Cc: Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Robert O'Hare <robert.o'hare@commonspirit.org>

Subject: Re: St. Joseph's Floodplain Amendment Memo Peer Review

Importance: High

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Karl as discussed please see the memo for approval. Please respond with approval in this email chain. Let me know if there are any questions. Thanks

Christina

From: Karen Hojas <Karen.Hojas@cumming-group.com>

Sent: Wednesday, September 4, 2024 7:39 AM

To: O'Rourke, Christina <Christina.ORourke@jacobs.com>; Karl Brustad <kbrustad@pbieng.com>

Cc: Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Robert O'Hare <robert.o'hare@commonspirit.org>

Subject: [EXTERNAL] Re: St. Joseph's Floodplain Amendment Memo Peer Review

Hi Karl & Christina,

Can you please advise.

Thanks,

KAREN HOJAS



M +1 (408) 210-5117

201 Moffett Blvd.
Mountain View, CA 94043

cumming-group.com



[Cumming Insights, Construction Market Analysis](#)

The information contained in this electronic message is confidential. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this communication is strictly prohibited. If you have received this communication in error, please delete it immediately and please advise the sender.

From: Karen Hojas <Karen.Hojas@cumming-group.com>

Sent: Friday, August 30, 2024 10:09 AM

To: O'Rourke, Christina <Christina.ORourke@jacobs.com>; Karl Brustad <kbrustad@pbieng.com>

Cc: Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Robert O'Hare <robert.o'hare@commonspirit.org>

Subject: Re: St. Joseph's Floodplain Amendment Memo Peer Review

Hi Karl & Christina,

Please advise on the status of this effort.

Thanks,

KAREN HOJAS

Program Director



M +1 (408) 210-5117

201 Moffett Blvd.
Mountain View, CA 94043

cumming-group.com



[Instagram](#) [Podcast](#) [Cumming Insights, Construction Market Analysis](#)

The information contained in this electronic message is confidential. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this communication is strictly prohibited. If you have received this communication in error, please delete it immediately and please advise the sender.

From: O'Rourke, Christina <Christina.ORourke@jacobs.com>

Sent: Wednesday, August 21, 2024 12:42 PM

To: Karl Brustad <kbrustad@pbieng.com>

Cc: Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Robert O'Hare <robert.o'hare@commonspirit.org>; Karen Hojas <Karen.Hojas@cumming-group.com>

Subject: St. Joseph's Floodplain Amendment Memo Peer Review

Hi Karl we have completed updates per your comments in the email attached. Please confirm the edits in the memorandum are appropriate by next Tuesday 8/27 to then update the 200-year map and let me know if there are any questions. Thanks

Christina O'Rourke (Lehr), P.E. (CA, NY) | [Jacobs](#)

Water Engineer/Project Manager

4 Embarcadero Center | San Francisco, CA 94111

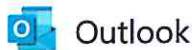
561.310.3377 | christina.lehr@jacobs.com | www.jacobs.com

Upcoming PTO:

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and permanently deleting it from your computer. Thank you.



RE: St. Joseph's Floodplain Amendment Memo Peer Review Complete

From John Schweigerdt <John.Schweigerdt@stocktonca.gov>

Date Mon 9/16/2024 8:19 AM

To Karen Hojas <Karen.Hojas@cumming-group.com>; Karl Brustad <kbrustad@pbieng.com>; Nicole Moore.Ctr <Nicole.Moore.Ctr@stocktonca.gov>

Cc Robert O'Hare <robert.o'hare@commonspirit.org>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; O'Rourke, Christina <Christina.ORourke@jacobs.com>

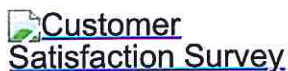
Good Morning,

I'm including the project planner, Nicole Moore, on this correspondence. Nicole will work with your team to update the project conditions based on this latest information.

Best Regards,



John Schweigerdt, CBO, CASp
DEPUTY DIRECTOR - BUILDING & LIFE SAFETY
Community Development Department
345 N El Dorado St, Stockton CA 95202
Office: 209.937.8561 Direct: 209.937.8565



Please tell us how we're doing by
completing our survey [HERE](#)

From: John Schweigerdt

Sent: Thursday, September 12, 2024 7:55 AM

To: Karen Hojas <Karen.Hojas@cumming-group.com>; Karl Brustad <kbrustad@pbieng.com>

Cc: Robert O'Hare <robert.o'hare@commonspirit.org>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; O'Rourke, Christina <Christina.ORourke@jacobs.com>

Subject: RE: St. Joseph's Floodplain Amendment Memo Peer Review Complete

Good Morning,

Thank you for the follow up. Next, I will get with the Planning Department team and see how we go about making an updated finding based off this latest information. We will follow up shortly.

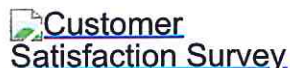
Karl,

What's the process to get the 200-year GIS map updated to reflect these changes? I'm sure we will need to involve the County GIS department but is there a shape file or something else that will need to be provided? Please advise.

Best Regards,



John Schweigerdt, CBO, CASp
DEPUTY DIRECTOR - BUILDING & LIFE SAFETY
Community Development Department
345 N El Dorado St, Stockton CA 95202
Office: 209.937.8561 Direct: 209.937.8565



Please tell us how we're doing by
completing our survey [HERE](#)

From: Karen Hojas <Karen.Hojas@cumming-group.com>

Sent: Wednesday, September 11, 2024 2:14 PM

To: John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Karl Brustad <kbrustad@pbieng.com>

Cc: Robert O'Hare <robert.o'hare@commonspirit.org>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>;
O'Rourke, Christina <Christina.O'Rourke@jacobs.com>

Subject: Re: St. Joseph's Floodplain Amendment Memo Peer Review Complete

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Resending the attachment as previous email had issues with the attachment opening.

Hi John,

We have just received the confirmation from Karl Brustad on the completion and agreement of the peer review in the email you were also copied on. Attached for your convenience.

Please advise on next steps to clear this Condition of Approval item from the project.

Thanks,

KAREN HOJAS

Program Director

**CUMMING
GROUP**

M +1 (408) 210-5117

201 Moffett Blvd.
Mountain View, CA 94043

cumming-group.com



The information contained in this electronic message is confidential. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this communication is strictly prohibited. If you have received this communication in error, please delete it immediately and please advise the sender.

From: Karen Hojas <Karen.Hojas@cumming-group.com>

Sent: Wednesday, September 11, 2024 12:35 PM

To: John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Karl Brustad <kbrustad@pbieng.com>

Cc: Robert O'Hare <robert.o'hare@commonspirit.org>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; O'Rourke, Christina <Christina.ORourke@jacobs.com>

Subject: Re: St. Joseph's Floodplain Amendment Memo Peer Review Complete

Hi John,

We have just received the confirmation from Karl Brustad on the completion and agreement of the peer review in the email you were also copied on. Attached for your convenience.

Please advise on next steps to clear this Condition of Approval item from the project.

Thanks,

Karen Hojas

Program Director

**CUMMING
GROUP**

M +1 (408) 210-5117

201 Moffett Blvd.
Mountain View, CA 94043

cumming-group.com



The information contained in this electronic message is confidential. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this communication is strictly prohibited. If you have received this communication in error, please delete it immediately and please advise the sender.

From: John Schweigerdt <John.Schweigerdt@stocktonca.gov>

Sent: Tuesday, August 13, 2024 7:26 AM

To: O'Rourke, Christina <Christina.ORourke@jacobs.com>

Cc: Karen Hojas <Karen.Hojas@cumming-group.com>; Robert O'Hare <robert.o'hare@commonspirit.org>; Karl Brustad <kbrustad@pbieng.com>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>

Subject: RE: St. Joseph's Floodplain Amendment Memo

Hi Christina,

Once the peer review is complete with no further comments then I will need confirmation of that from PBI in writing, email is fine.

Since it appears that your results will necessitate an update to the effective flood map, I need an understanding from PBI on how the GIS mapping gets updated to reflect this latest data.

Best Regards,



John Schweigerdt, CBO, CASp

DEPUTY DIRECTOR - BUILDING & LIFE SAFETY

Community Development Department

345 N El Dorado St, Stockton CA 95202

Office: 209.937.8561 Direct: 209.937.8565

Please tell us how we're doing by
completing our survey [HERE](#)

From: O'Rourke, Christina <Christina.O'Rourke@jacobs.com>

Sent: Sunday, August 11, 2024 11:22 PM

To: John Schweigerdt <John.Schweigerdt@stocktonca.gov>

Cc: Karen Hojas <Karen.Hojas@cumming-group.com>; Robert O'Hare <robert.o'hare@commonspirit.org>; Karl Brustad <kbrustad@pbieng.com>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>

Subject: Re: St. Joseph's Floodplain Amendment Memo

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Thanks for this John so I may have had a miscommunication on the order of operations for the review, our team had actually coordinated with PBI for a peer review to prepare the memo to this current state (the coordination is attached). I don't believe this would impact the content of the memo but if acceptable I can now have Karl review this version and confirm his previous comments are taken care of? My apologies for the change in order of review but if acceptable please let me know and Karl may confirm the contents on this email thread with the City CCd. Let me know if there are any questions. Thanks

Christina

From: John Schweigerdt <John.Schweigerdt@stocktonca.gov>

Sent: Wednesday, August 7, 2024 10:16 AM

To: O'Rourke, Christina <Christina.ORourke@jacobs.com>

Cc: Karen Hojas <Karen.Hojas@cumming-group.com>; Robert O'Hare <robert.o'hare@commonspirit.org>; Karl Brustad <kbrustad@pbieng.com>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>

Subject: [EXTERNAL] RE: St. Joseph's Floodplain Amendment Memo

Hi Christina,

Thank you for providing the updated memo. Your findings appear to reflect what I suspect we were all thinking in that the current conditions vary from the effective flood map.

The next step is to proceed with the peer review of your engineering analysis with PBI in accordance with my previous direction below:

- *If an update to the 200-year map is appropriate based on the peer reviewed analysis, the services from PBI shall include an update to the City/County [200-Year Floodplain Analysis ArcGIS application](#).*
- *You will contract directly with PBI for their services. The City shall review and concur with the proposed scope of work prior to start of the review.*
- *The city shall be included in all correspondence between your team and PBI related to the technical review.*

Best Regards,



John Schweigerdt, CBO, CASp

DEPUTY DIRECTOR - BUILDING & LIFE SAFETY

Community Development Department

345 N El Dorado St, Stockton CA 95202

Office: 209.937.8561 Direct: 209.937.8565

Please tell us how we're doing by
completing our survey [HERE](#)

From: O'Rourke, Christina <Christina.O'Rourke@jacobs.com>

Sent: Tuesday, July 30, 2024 9:02 PM

To: John Schweigerdt <John.Schweigerdt@stocktonca.gov>

Cc: Karen Hojas <Karen.Hojas@cumming-group.com>; Robert O'Hare <robert.o'hare@commonspirit.org>; Karl Brustad <kbrustad@pbieng.com>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>

Subject: St. Joseph's Floodplain Amendment Memo

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Hi John we have coordinated with PBI to perform the peer review and updated the memo per comments. Please find the memo requesting the floodplain amendment for your review. If there are any further comments,nd next steps please let me know. Thanks

Christina O'Rourke (Lehr), P.E. (CA, NY) | [Jacobs](#)

Water Engineer/Project Manager

4 Embarcadero Center | San Francisco, CA 94111

561.310.3377 | christina.lehr@jacobs.com | www.jacobs.com

Upcoming PTO:

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

9/26/24, 12:16 PM

RE: St. Joseph's Floodplain Amendment Memo Peer Review Complete - Karen Hojas - Outlook

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.



Outlook

Re: St. Joseph's Floodplain Amendment Memo Peer Review Complete

From Nicole Moore.Ctr <Nicole.Moore.Ctr@stocktonca.gov>

Date Mon 9/23/2024 7:37 AM

To Karen Hojas <Karen.Hojas@cumming-group.com>; John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Karl Brustad <kbrustad@pbieng.com>; Michael McDowell <Michael.McDowell@stocktonca.gov>

Cc Robert O'Hare <robert.o'hare@commonspirit.org>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; O'Rourke, Christina <Christina.ORourke@jacobs.com>

I'm not sure a memo is needed to demonstrate compliance here; it's not typical for us to do that for COA's. I will save this email string in the project folder, however, so that there is record of this decision if it comes up.



Nicole D. Moore, LEED-AP

Contract Planner

Community Development Department
345 N. El Dorado Street, Stockton CA 95202
Office: 209.937.8444 Direct: 209.227.3138

[For City of Stockton Updates on COVID-19 please visit:](#)

Twitter [@stocktonUpdates](#)

Facebook [@CityofStockton](#)

City Website <http://www.stocktonca.gov>



From: Karen Hojas <Karen.Hojas@cumming-group.com>

Sent: Tuesday, September 17, 2024 10:52 AM

To: Nicole Moore.Ctr <Nicole.Moore.Ctr@stocktonca.gov>; John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Karl Brustad <kbrustad@pbieng.com>; Michael McDowell <Michael.McDowell@stocktonca.gov>

Cc: Robert O'Hare <robert.o'hare@commonspirit.org>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; O'Rourke, Christina <Christina.ORourke@jacobs.com>

Subject: Re: St. Joseph's Floodplain Amendment Memo Peer Review Complete

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Thank you Nicole,

What would be the next step in getting a memo from the City of Stockton noting that we have satisfied this COA #16 for this project based on the excerpts you've researched below and our submittal of the completed Peer Reviewed Floodplain Amendment Memo.

Thanks,

Karen Hojas

Program Director

CUMMING GROUP

M +1 (408) 210-5117

201 Moffett Blvd.
Mountain View, CA 94043

cumming-group.com



The information contained in this electronic message is confidential. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this communication is strictly prohibited. If you have received this communication in error, please delete it immediately and please advise the sender.

From: Nicole Moore.Ctr <Nicole.Moore.Ctr@stocktonca.gov>

Sent: Tuesday, September 17, 2024 9:55 AM

To: John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Karen Hojas <Karen.Hojas@cumming-group.com>; Karl Brustad <kbrustad@pbieng.com>

Cc: Robert O'Hare <robert.o'hare@commonspirit.org>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; O'Rourke, Christina <Christina.ORourke@jacobs.com>; Michael McDowell <Michael.McDowell@stocktonca.gov>

Subject: Re: St. Joseph's Floodplain Amendment Memo Peer Review Complete

So, in reviewing the code, specifically SMC 16.104.020/030 (pasted below) - we have some language that I believe supports the omittance of the COA. We're specifically looking at COA #16 on the resolution for the Use Permit portion of the project. 16.104.020 provides applicability to use permits.
Here is the condition:

Community Development Department: Building Division

16. Based on the effective 200-Year Floodplain Analysis Map, and the 200-Year Flood Protection – Urban Level of Flood Protection Technical Memorandum, prepared by Morton & Pitalo, Inc., dated September 28, 2022, portions of the existing hospital facility are located in an area of potential flooding in excess of three (3) feet from a storm event that has a 1-in-200 chance of occurring in any given year, from sources other than local drainage, in urban and urbanizing areas. The project's design must incorporate the floodproofing measures outlined in the Technical Memorandum or such other measures as may be presented by the applicant and agreed to by the City, or such other measures as the San Joaquin Area Flood Control Agency may implement on a community-wide basis, to provide an urban level of flood protection in accordance with SMC 16.90.020.

When I read through a-e of 16.104.030(A)(1) - shown below, I believe that this would be considered a minor change.

Additionally, the COA provides for language that states "...or such other measures as may be presented by the applicant..." which you have done so by providing the additionally information with the updated memo related to the flood plain. Therefore, I think we can ascertain that the condition has been meet via the updated memo.

☐ § 16.104.020 **Applicability.**

A development or new land use authorized through a land development permit, planned development permit, site plan review, temporary activity permit, use permit, master development plan, or variance shall be established only as approved by the Review Authority and subject to any conditions of approval, except where changes to the project are approved in compliance with this chapter.

(Prior code § 16-460.020)

☐ § 16.104.030 **Types of changes.**

A. Minor Changes. Minor changes to an approved project are modifications to a project that meet one of the following criteria:

1. Meet all of the following requirements:
 - a. Are consistent with all applicable provisions of this Development Code;
 - b. Do not involve a feature of the project that was a basis for the findings for the application approval;
 - c. Do not involve an element of the project description, mitigation measure, or other feature of the project that was a basis for the findings in a negative declaration or environmental impact report for the subject project;
 - d. Do not involve a feature of the project that was specifically addressed or was a basis for conditions of approval for the subject project or that was a specific consideration by the Review Authority in the approval of the application; and
 - e. Do not result in more than a 10 percent expansion of the primary structure or use within the structure or increase the intensity of the use beyond that which was authorized by the Review Authority, do not adversely impact circulation or increase the required number of parking spaces by more than 10 percent, and do not include an expansion of the parcel. Accessory uses may be expanded provided the expansion meets applicable requirements and standards and do not create an increase in the number of required parking spaces.
2. Are specifically identified by the Commission or Council as a minor change.

B. Major Changes. Major changes are any modification(s) to the subject project that do not meet the criteria for minor changes in subsection A of this section.

(Prior code § 16-460.030; Ord. 023-07 C.S. § 104)



Nicole D. Moore, LEED-AP

Contract Planner

Community Development Department

345 N. El Dorado Street, Stockton CA 95202

Office: 209.937.8444 Direct: 209.227.3138

[For City of Stockton Updates on COVID-19 please visit:](#)

Twitter [@stocktonUpdates](#)

Facebook [@CityofStockton](#)

City Website <http://www.stocktonca.gov>



From: Nicole Moore.Ctr <Nicole.Moore.Ctr@stocktonca.gov>

Sent: Tuesday, September 17, 2024 7:57 AM

To: John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Karen Hojas <Karen.Hojas@cumming-group.com>; Karl Brustad <kbrustad@pbieng.com>

Cc: Robert O'Hare <robert.o'hare@commonspirit.org>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; O'Rourke, Christina <Christina.ORourke@jacobs.com>

Subject: Re: St. Joseph's Floodplain Amendment Memo Peer Review Complete

Good morning!

We (Planning) definitely thing there is a way to accomplish this without a big to-do or going back to PC/CC to amend the COAs. Give me a day or so to look into the code language and I'll get back to you!
-Nicole



Nicole D. Moore, LEED-AP

Contract Planner

Community Development Department
345 N. El Dorado Street, Stockton CA 95202
Office: 209.937.8444 Direct: 209.227.3138

[For City of Stockton Updates on COVID-19 please visit:](#)

Twitter [@stocktonUpdates](#)

Facebook [@CityofStockton](#)

City Website <http://www.stocktonca.gov>



From: John Schweigerdt <John.Schweigerdt@stocktonca.gov>

Sent: Monday, September 16, 2024 8:19 AM

To: Karen Hojas <Karen.Hojas@cumming-group.com>; Karl Brustad <kbrustad@pbieng.com>; Nicole Moore.Ctr <Nicole.Moore.Ctr@stocktonca.gov>

Cc: Robert O'Hare <robert.o'hare@commonspirit.org>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; O'Rourke, Christina <Christina.ORourke@jacobs.com>

Subject: RE: St. Joseph's Floodplain Amendment Memo Peer Review Complete

Good Morning,

I'm including the project planner, Nicole Moore, on this correspondence. Nicole will work with your team to update the project conditions based on this latest information.

Best Regards,



John Schweigerdt, CBO, CASp

DEPUTY DIRECTOR - BUILDING & LIFE SAFETY

Community Development Department
345 N El Dorado St, Stockton CA 95202
Office: 209.937.8561 Direct: 209.937.8565



**Customer
Satisfaction Survey**

Please tell us how we're doing by
completing our survey [HERE](#)

From: John Schweigerdt

Sent: Thursday, September 12, 2024 7:55 AM

To: Karen Hojas <Karen.Hojas@cumming-group.com>; Karl Brustad <kbrustad@pbieng.com>

Cc: Robert O'Hare <robert.o'hare@commonspirit.org>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; O'Rourke, Christina <Christina.ORourke@jacobs.com>

Subject: RE: St. Joseph's Floodplain Amendment Memo Peer Review Complete

Good Morning,

Thank you for the follow up. Next, I will get with the Planning Department team and see how we go about making an updated finding based off this latest information. We will follow up shortly.


Karl,

What's the process to get the 200-year GIS map updated to reflect these changes? I'm sure we will need to involve the County GIS department but is there a shape file or something else that will need to be provided? Please advise.

Best Regards,



John Schweigerdt, CBO, CASp
DEPUTY DIRECTOR - BUILDING & LIFE SAFETY
Community Development Department
345 N El Dorado St, Stockton CA 95202
Office: 209.937.8561 Direct: 209.937.8565

 **Customer
Satisfaction Survey**

Please tell us how we're doing by
completing our survey [HERE](#)

From: Karen Hojas <Karen.Hojas@cumming-group.com>

Sent: Wednesday, September 11, 2024 2:14 PM

To: John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Karl Brustad <kbrustad@pbieng.com>

Cc: Robert O'Hare <robert.o'hare@commonspirit.org>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; O'Rourke, Christina <Christina.ORourke@jacobs.com>

Subject: Re: St. Joseph's Floodplain Amendment Memo Peer Review Complete

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Resending the attachment as previous email had issues with the attachment opening.

Hi John,

We have just received the confirmation from Karl Brustad on the completion and agreement of the peer review in the email you were also copied on. Attached for your convenience.

Please advise on next steps to clear this Condition of Approval item from the project.

Thanks,

Karen Hojas

Program Director

**CUMMING
GROUP**

M +1 (408) 210-5117

201 Moffett Blvd.
Mountain View, CA 94043

cumming-group.com



The information contained in this electronic message is confidential. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this communication is strictly prohibited. If you have received this communication in error, please delete it immediately and please advise the sender.

From: Karen Hojas <Karen.Hojas@cumming-group.com>

Sent: Wednesday, September 11, 2024 12:35 PM

To: John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Karl Brustad <kbrustad@pbieng.com>

Cc: Robert O'Hare <robert.o'hare@commonspirit.org>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>; O'Rourke, Christina <Christina.ORourke@jacobs.com>

Subject: Re: St. Joseph's Floodplain Amendment Memo Peer Review Complete

Hi John,

We have just received the confirmation from Karl Brustad on the completion and agreement of the peer review in the email you were also copied on. Attached for your convenience.

Please advise on next steps to clear this Condition of Approval item from the project.

Thanks,

Karen Hojas

Program Director

**CUMMING
GROUP**

M +1 (408) 210-5117

201 Moffett Blvd.
Mountain View, CA 94043

cumming-group.com



The information contained in this electronic message is confidential. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this communication is strictly prohibited. If you have received this communication in error, please delete it immediately and please advise the sender.

From: John Schweigerdt <John.Schweigerdt@stocktonca.gov>

Sent: Tuesday, August 13, 2024 7:26 AM

To: O'Rourke, Christina <Christina.ORourke@jacobs.com>

Cc: Karen Hojas <Karen.Hojas@cumming-group.com>; Robert O'Hare <robert.o'hare@commonspirit.org>; Karl Brustad <kbrustad@pbieng.com>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>

Subject: RE: St. Joseph's Floodplain Amendment Memo

Hi Christina,

Once the peer review is complete with no further comments then I will need confirmation of that from PBI in writing, email is fine.

Since it appears that your results will necessitate an update to the effective flood map, I need an understanding from PBI on how the GIS mapping gets updated to reflect this latest data.

Best Regards,



John Schweigerdt, CBO, CASp
DEPUTY DIRECTOR - BUILDING & LIFE SAFETY
Community Development Department
345 N El Dorado St, Stockton CA 95202
Office: 209.937.8561 Direct: 209.937.8565

Please tell us how we're doing by
completing our survey [HERE](#)

From: O'Rourke, Christina <Christina.ORourke@jacobs.com>

Sent: Sunday, August 11, 2024 11:22 PM

To: John Schweigerdt <John.Schweigerdt@stocktonca.gov>

Cc: Karen Hojas <Karen.Hojas@cumming-group.com>; Robert O'Hare <robert.o'hare@commonspirit.org>; Karl Brustad <kbrustad@pbieng.com>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>

Subject: Re: St. Joseph's Floodplain Amendment Memo

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Thanks for this John so I may have had a miscommunication on the order of operations for the review, our team had actually coordinated with PBI for a peer review to prepare the memo to this current state (the coordination is attached). I don't believe this would impact the content of the memo but if acceptable I can now have Karl review this version and confirm his previous comments are taken care of? My apologies for the change in order of review but if acceptable please let me know and Karl may confirm the contents on this email thread with the City CCd. Let me know if there are any questions. Thanks

Christina

From: John Schweigerdt <John.Schweigerdt@stocktonca.gov>

Sent: Wednesday, August 7, 2024 10:16 AM

To: O'Rourke, Christina <Christina.ORourke@jacobs.com>

Cc: Karen Hojas <Karen.Hojas@cumming-group.com>; Robert O'Hare <robert.o'hare@commonspirit.org>; Karl Brustad <kbrustad@pbieng.com>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>

Subject: [EXTERNAL] RE: St. Joseph's Floodplain Amendment Memo

Hi Christina,

Thank you for providing the updated memo. Your findings appear to reflect what I suspect we were all thinking in that the current conditions vary from the effective flood map.

The next step is to proceed with the peer review of your engineering analysis with PBI in accordance with my previous direction below:

- *If an update to the 200-year map is appropriate based on the peer reviewed analysis, the services from PBI shall include an update to the City/County [200-Year Floodplain Analysis ArcGIS application](#).*
- *You will contract directly with PBI for their services. The City shall review and concur with the proposed scope of work prior to start of the review.*
- *The city shall be included in all correspondence between your team and PBI related to the technical review.*

Best Regards,



John Schweigerdt, CBO, CASp
DEPUTY DIRECTOR - BUILDING & LIFE SAFETY
Community Development Department
345 N El Dorado St, Stockton CA 95202
Office: 209.937.8561 Direct: 209.937.8565

Please tell us how we're doing by
completing our survey [HERE](#)

From: O'Rourke, Christina <Christina.ORourke@jacobs.com>

Sent: Tuesday, July 30, 2024 9:02 PM

To: John Schweigerdt <John.Schweigerdt@stocktonca.gov>

Cc: Karen Hojas <Karen.Hojas@cumming-group.com>; Robert O'Hare <robert.o'hare@commonspirit.org>; Karl Brustad <kbrustad@pbieng.com>; Mittleman, Andrew <Andrew.Mittleman@jacobs.com>

Subject: St. Joseph's Floodplain Amendment Memo

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Hi John we have coordinated with PBI to perform the peer review and updated the memo per comments. Please find the memo requesting the floodplain amendment for your review. If there are any further comments,nd next steps please let me know. Thanks

Christina O'Rourke (Lehr), P.E. (CA, NY) | [Jacobs](#)

Water Engineer/Project Manager

4 Embarcadero Center | San Francisco, CA 94111

561.310.3377 | christina.lehr@jacobs.com | www.jacobs.com

Upcoming PTO:

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.



COMMUNITY DEVELOPMENT DEPARTMENT

345 North El Dorado Street • Stockton, CA 95202 • (209) 937-8266 • Fax (209) 937-8893

November 27, 2024

Grupe Commercial
c/o Kevin Huber
3255 W. March Lane
Stockton, CA 95219

Grupe Commercial
c/o Nelson Bahler
3255 W. March Lane
Stockton, CA 95219

Dan Keyser
Chief Operating Officer
Grupe Huber Company
1203 N. Grant Street
Stockton, CA 95202

RE: 2024 ANNUAL DEVELOPMENT AGREEMENT REVIEW: UNIVERSITY PARK (DA3-02)

Dear Kevin Huber and Nelson Bahler,

Per state law (California Government Code, § 65865.1), Section 16.128.110.D of the Stockton Municipal Code (SMC) and the terms of the Development Agreement (DA) listed above: it is the duty of the applicant and/or the successor(s)-in-interest to provide evidence of good faith compliance with the agreement. This letter serves as notice to submit a periodic review (at least once every 12 months) and update the progress of the terms in the Development Agreement.

Your project DA compliance report must be submitted to Anson Lihosit, Senior Planner, by email or mailed to Anson Lihosit, Community Development Department, 345 N. El Dorado Street, Stockton, CA 95202. Once all compliance reports are submitted, city staff will present a status and compliance report for all active DAs to the City of Stockton Planning Commission for a compliance determination per SMC 16.128.110.C. Please see the attached compliance letter from last year. (Attachment 1)

If you are no longer the current "Landowner" and have conveyed your interest, please provide the city with a copy of the recorded Assignment and Assumption Agreement, or else the city will continue to hold you responsible for the terms of the Development Agreement.

If you have any questions, please contact Anson Lihosit, Senior Planner, at 209-937-8316 or anson.lihosit@stocktonca.gov.

Cordially,

Anson K. Lihosit, AICP
Senior Planner
Community Development Department

Attachment:

1. 2023 Compliance Letter

University Park Development Agreement Annual Review as of December 31, 2024

The purpose for this report is to summarize the results of the Grupe Huber Company (GHC), formerly The Grupe Commercial Company, as the Master Developer of the University Park project.

For background information, back in the late 1990's Fritz Grupe and Kevin Huber had been encouraging then President Marvalene Hughes to support growth of the CSU Stanislaus program offerings within the space they occupied within the CSUS Multi-Regional Center. When the City of Stockton and the CSU Chancellors Office decided to form a JPA and hire a private development partner to assist with the maintenance and development of the then CSUS Multi-Regional Center, the GHC was a perfect partner for this task. Fritz and Kevin developed a vision for University Park that included education as the central theme and other uses such as commercial, residential and nonprofits, that would be complimentary to the educational component and an asset to the surrounding community. As GHC worked on the various agreements and entitlements over the next two-year period, they were also hired to manage the site as an interim manager so activities and cost savings could commence. During the interim management period GHC assisted CSU in decommissioning the central steam plant, entered into an MOU with the City for security services and hired its own staff to start maintaining the buildings and grounds. These efforts alone saved the Site Authority (SA) and CSU hundreds of thousands in annual ongoing maintenance costs, which over the years is now in the millions.

We feel it is important to always list the main vision that Fritz and Kevin created back in 2000, since it has been GHC's guidelines to follow as it continues its efforts to complete such. Listed below are the main components of the Vision that the SA and CSU approved:

Mixed Use Community: education as the central theme; varied residential; medical; office; limited retail; nonprofits; cultural opportunities as part of the education.

A catalyst for gentrification of the Midtown. (embrace smart growth)

Project design parameters. (sense of arrival, consistent designs, emphasize landscape/campus feel, preserve historic fabric)

Safe pedestrian village. (secure working environment, encourage pedestrian activity, user friendly, public transportation)

In addition to adhering to the obligations contained within the various agreements and implementing the goals/vision of the MDP, GHC has also always kept the following additional goals in mind:

Manage the project more efficiently than in the past to realize cost savings.

Develop creative construction methods to reduce the cost of remodeling and new construction.

Create a project that is consistent with CSU Stanislaus's main campus in Turlock so the faculty and students feel the Stockton Center is a true extension of such.

Progress To Date Through 12/31/2024

Since taking over management in 2002 GHC has been adhering to the terms of all agreements for maintenance, development, reporting, leasing, etc. Listed below are the main items that have been accomplished:

Completed all agreements and City entitlements: EIR, MDP, DA, Security MOU, Ground Lease, Master Ground Sublease, Operations Agreement.

Providing necessary staffing levels to maintain the grounds and buildings in a first-class manner and in doing so realizing substantial cost reductions.

Abated haz mat and demolished 35 buildings representing over 467,000sf.

Installed a new signalized entrance off Harding/Grant Streets and several interior roundabouts and new private streets.

Installed new perimeter decorative wrought iron fencing with pilasters.

Installed new entrance monument signage, tenant monument and building signage and way finding signs.

Installed new underground utilities: gas, water, storm drainage, electric, data.

Installed a new 3.5-acre lake that serves as an amenity and for storm drainage retention/water quality.

Painted most of the existing buildings exteriors.

Installed new landscaping throughout and within each new development project.

Relocated CSUS from Weber into Acacia and have remodeled Acacia several times to accommodate CSUS's growth needs.

Installed a new parking lot for CSUS.

Installed site amenities such as the UPWPRG, One Mile Discovery Trail, new site furniture, owl boxes, murals, themed parking lot light banners, dolphin statue, EV charging units.

Coordinated the reburial of 41 grave sites discovered.

Remodeled 10 existing buildings totaling 161,000sf of space, several of which are historic.

Constructed 8 new buildings totaling over 262,000sf of space.

Have completed numerous leases and lease renewals, UP is currently home to 24 tenants of which 5 provide educational services to over 2,200 students with seamless education. 13 new development entities have been established. UP currently has over 1,000 employees on site.

GHC completed a major remodel of one of the historic buildings for its company headquarters.

GHC has received 5 awards from the City of Stockton thus far.

KIPP Charter School completed construction of Phase I and II of its K-8 school. Phase III is scheduled to commence early 2025.

CSUS commenced construction on its new 55,000sf modern classroom building, estimated completion sometime in late summer 2025. Planning continues for the remodeling of the historic Mansion and various system upgrades to the Acacia building.

GHC has successfully secured relationships with various funding sources and currently has 10 loans with 3 different lenders.

To date over \$120M has been invested through the new development activities. CSUS's projects will exceed \$65M.

Conclusion

See attached master plan with notes and highlights.

Through GHC's efforts since 2001, and the projects in the pipeline, over \$185M will have been invested into UP. UP is home to 24 tenants, over 1,000 employees and 2,200 students. GHC is managing and developing the project as required per the EIR, MDP and DA, with phased development, emphasizing education, completing transactions for the mixed-use project it was designed and approved to be, installing the required improvements for each new project, maximizing square footage while keeping the campus setting/park like atmosphere and rehabilitating existing historic buildings. Even during the swings in the economy over the years, GHC on average has completed one new transaction each year.



COMMUNITY DEVELOPMENT DEPARTMENT
345 North El Dorado Street • Stockton, CA 95202 • (209) 937-8266 • Fax (209) 937-8893

November 27, 2024

Rosie A. Ruppel
General Counsel
A.G. Spanos Construction,
Inc.
10100 Trinity Parkway, 5th
Floor
Stockton, CA 95219

The Spanos Family Partnership
10100 Trinity Parkway, 5th
Floor
Stockton, CA 95219
Attention: Jerry Murphy

Gerald A. Sperry
Of-Counsel
10100 Trinity Parkway, 5th
Floor
Stockton, CA 95219

A.G. Spanos, as Trustee of the
Alex and Faye Spanos Trust
10100 Trinity Parkway, 5th
Floor
Stockton, CA 95219
Attn: Michael A. Spanos

RE: 2024 ANNUAL DEVELOPMENT AGREEMENT REVIEW: WESTLAKE VILLAGE (DA1-04)

Dear Rosie Ruppel,

Per state law (California Government Code, § 65865.1), Section 16.128.110.D of the Stockton Municipal Code (SMC) and the terms of the Development Agreement (DA) listed above: it is the duty of the applicant and/or the successor(s)-in-interest to provide evidence of good faith compliance with the agreement. This letter serves as notice to submit a periodic review (at least once every 12 months) and update the progress of the terms in the Development Agreement.

Your project DA compliance report must be submitted to Anson Lihosit, Senior Planner, by email or mailed to Anson Lihosit, Community Development Department, 345 N. El Dorado Street, Stockton, CA 95202. Once all compliance reports are submitted, city staff will present a status and compliance report for all active DAs to the City of Stockton Planning Commission for a compliance determination per SMC 16.128.110.C. Please see the attached compliance letter from last year. (Attachment 1)

If you are no longer the current "Landowner" and have conveyed your interest, please provide the city with a copy of the recorded Assignment and Assumption Agreement, or else the city will continue to hold you responsible for the terms of the Development Agreement.

If you have any questions, please contact Anson Lihosit, Senior Planner, at 209-937-8316 or anson.lihosit@stocktonca.gov.

Cordially,

Anson K. Lihosit, AICP
Senior Planner
Community Development Department

Attachment:

1. 2023 Compliance Letter



January 8, 2025

City of Stockton – Community Development Department
Attn: Anson K. Lihosit, Senior Planner
345 North El Dorado
Stockton, California 95202
Email: anson.lihosit@stocktonca.gov

**RE: PERIODIC REVIEW OF COMPLIANCE OF WESTLAKE AT SPANOS PARK
WEST DEVELOPMENT AGREEMENT**

Dear Anson:

This letter is submitted to the Planning Commission of the City of Stockton pursuant to the requirements of California Government Code Section 65865.1 and Code Section 16-192 and in accordance with Section 7.2 of the Westlake at Spanos Park West Development Agreement dated September 9, 2004, and your request dated November 27, 2024.

OVERVIEW

The City of Stockton, a municipal corporation of the State of California (“City”) entered into that certain Westlake at Spanos Park West Development Agreement dated September 9, 2004 (the “Original Development Agreement”) by and between the City, The Spanos Family Partnership, a California general partnership (“Original Owner”), and A.G. Spanos, as Trustee of the Alex and Faye Spanos Trust under agreement dated January 27, 1998 (“Spanos”). The Original Development Agreement was recorded in the Official Records of San Joaquin County on October 26, 2004 as Document No. 2004-242808. The Original Development Agreement was subsequently amended by that certain Amendment to Westlake at Spanos Park West Development Agreement, dated June 29, 2010 (the Original Development Agreement, as amended by the foregoing, and further amended by Ordinance No. 2019-10-29-1501 is hereinafter referred to as the “Development Agreement”).

The real property which is the subject of the Development Agreement consists of all property south of Eight Mile Road, west of Spanos Park West, north of Disappointment Slough and east of Bishop Cut, more specifically (i) approximately 689.6 acres of property (“The Project”) adjacent to and south of Eight Mile Road, west of Spanos Park West, north of Disappointment Slough and east of Bishop Cut; and (ii) approximately 173.6 acres of property (referred to as “The Spanos Parcel” in the Development Agreement and now commonly referred to as “Crystal Bay”).

WESTLAKE

The Project consists of a residential development of approximately 2,800 detached single-family residential units (“Westlake”) and the Paradise Point Marina (“Paradise Marina”). Westlake is currently under development, as detailed below. The Paradise Marina is currently leased to a third-party operator and will be modernized or updated in accordance with the Master Development Plan at a later time.

Concurrent with entering into the Development Agreement with the City, the Original Owner and Spanos prepared and submitted for approval a vesting tentative map for Westlake. The Westlake Vesting Tentative Subdivision Map (“Westlake Tentative Map”) was approved by the City of Stockton Planning Commission on October 14, 2004 and filed on October 27, 2004. The Westlake Tentative Map was subsequently approved by the City of Stockton Community Development Director on January 13, 2005.

Following approval of the Westlake Tentative Map, the Original Owner prepared and submitted a final subdivision map entitled Westlake Villages, Unit No. 1 (Large Lot Map) – Tract No. 3357 (TM18-04 B) (“Westlake Final Map”). The Westlake Final Map was approved by the City Council of the City of Stockton per council resolution No. 06-0059 at the regularly held meeting on January 31, 2006. The Westlake Final Map was subsequently recorded on February 9, 2006 in Book 40 of Maps and Plats, Page 57, and amended by that certain certificate of correction was recorded in the Official Records of San Joaquin County on June 7, 2007 as Document No. 2007-106289.

The subdivision agreement associated with the Westlake Final Map was entered into by the City and Original Owner, as subdivider, on January 31, 2006 (“Original Subdivision Agreement”). The Original Subdivision Agreement was subsequently amended by (i) that certain First amendment to the Subdivision Agreement dated June 19, 2006 and recorded July 6, 2006, (ii) that certain Amended Subdivision Agreement dated June 29, 2010 and recorded October 10, 2010, and (iii) that certain First Amendment to the Amended Subdivision Agreement dated June 24, 2014 and recorded July 3, 2014 (the Original Subdivision Agreement, as amended, is hereinafter referred to as the “Subdivision Agreement”).

In accordance with the terms of Section 4.8 of the Development Agreement, the Original Owner and Spanos obtained such other permits and approvals from governmental or quasi-governmental agencies have jurisdiction over the Project as may be required. The Army Corps of Engineers 404 Permit for Westlake was obtained and approved on October 31, 2008. Since then, the appropriate pre-construction notifications have been supplied to the Army Corps of Engineers and the Owner has received the Army Corps of Engineers’ Clean Water Act Section 401 Technically Conditioned Water Quality Certification. Further, the Owner has entered into a streambed alteration agreement with the California Department of Fish and Wildlife to mitigate the impact of the lake system, pump station, and underground storm drains for Westlake.

In 2006, following execution of the Subdivision Agreement, Original Owner sold large lots 1, 2, and 3 as identified on the Westlake Final Map (also referred to as Villages O, P, and Q, respectively) to third-party developers. Said developers entered into small lot subdivision agreements, processed small lot final maps for Villages O, P, and Q, and subsequently developed all of Village O consisting of 75 residential lots and 1 non-residential lot, Village P consisting of 91 residential lots and 1 non-residential lot, and Village Q consisting of 141 residential lots.

During the economic downturn, development of Westlake was put on hold by Original Owner and Spanos. The majority of the remaining land within Westlake was transferred from Original Owner to Stockton Westlake Investment, LLC, a California limited liability company (“Owner”) by way of a grant deed executed on September 12, 2014 and recorded December 31, 2014 in the Official Records under Recorder’s Serial Number 2014-135371 (“Westlake Grant Deed”). In accordance with Section 11.1 of the Development Agreement, Owner has assumed the obligations of Original Owner under the Development Agreement.

Large Lots 17 (Village D), 16 (Village C), 15 (Lake 1), and 19 (Village F) as identified on the Westlake Final Map have been developed into a total of 377 finished lots. FCB Homes of Stockton, in conjunction with Regatta Building Partners have sold all homes in Village D. All homes within Village C have been sold to homeowners, with the exception of 5 models owned by Lennar that are being used to market and sell homes in Village G. DR Horton Homes has sold homes on all 116 lots within Village F.

That portion of Scott Creek Drive necessary to access Villages D, C, and F has been built and has been accepted by City of Stockton. The underground utilities servicing Villages D, C, and F are installed within Scott Creek Drive, Regatta Lane and within each of the Villages. The spine streets have been paved and landscaping is installed. The perimeter sound walls along Regatta Lane and Scott Creek Drive are installed. All in-tract and spine road improvements in Villages C, D & F have been installed and accepted by the City of Stockton. The extension of Scott Creek Drive to Westlake Drive and to the boundary of Crystal Bay is complete. The extension of Westlake Drive from the roundabout at Gill Pond Lane to 8 Mile Road is complete. The improvement of 8 Mile Road is complete and paved and open for traffic. The traffic signal at 8 Mile Road and Westlake Drive is installed and operational. Installation of landscaping, traffic improvements and streetlights are complete. The Community Park is substantially complete and will install lawn when power required for irrigation is installed in early 2025. Construction of the Recreation Center is substantially underway with framing, siding and roofing installed in both the event and fitness building. Construction of the Recreation Center is scheduled for completion in the Spring of 2025 with the grand opening expected on Memorial Day weekend in 2025.

Lake 1 is complete except for landscaping on the western edge that will be installed with the recreation center. The Lake 1 pump house is complete.

The Lodi Unified School District purchased Lot 5 of the Westlake Final Map, an 18.5-acre school site on the corner of Westlake Drive and Regatta Lane in 2021.

The sanitary sewer lift station is complete and accepted by the City of Stockton. The storm drain pump station on parcel 9 of the Large Lot Final Map has been completed and accepted by the City of Stockton.

As individual Villages within Westlake are developed and/or sold to third-party developers, Owner plans on continuing to develop additional Villages until Westlake has been completely developed.

Phase 2 of Westlake Villages including the extension of Westlake Drive from Regatta to Gill Pond and Villages L, M & N are complete and accepted by City of Stockton. Villages L & N were purchased by Richmond American Homes. Village M was purchased and developed by Meritage Homes. Village M has sold 84 of 84 homes. All 84 homes in Village M are built. Richmond American Homes has sold 112 of 112 homes in Village N and 96 of 96 homes in Village L. Richmond American has pulled all building permits in Village L and Village N. Lake 4 located adjacent to Village L is complete.

Phase 3 of Westlake Villages consisting of Villages G, H, I, J & E were developed by Lennar Corporation. Small Lot Final Maps for Villages E, G, & H are recorded. The Unit 1A Large Lot Final Map including Villages G, H, E, I & J and Lake 2 was approved by City of Stockton in Resolution No. 2021-09-28-1202 on September 28, 2021. Installation of Finished lot improvements in Villages G, H, E and I are complete. In Village J, the majority of the finished lot improvements are installed and will be paved in early 2025. Construction of Lake 2 is complete with the exception of minor revisions required by City of Stockton inspectors. The syphon line connecting Lake 2 to the pump on the Rec District Levee has been installed. Construction of homes in Villages G, H & E are nearly complete with building permits pulled on all of the lots. 277 building permits of the 277 finished lots in Villages G, H & E have been pulled. Village H has 8 models and 85 of 86 homes are sold or occupied. Village H and G and E have pulled all building permits. Village G has sold 101 of 117 homes and almost all of the sold homes have closed escrow to new homeowners. Village E has sold 79 of 92 homes and the majority of the sold homes have closed escrow to new homeowners. Village I has installed all finished lot improvements and has pulled 48 building permits including 8 models for two product lines that will be offered in village I & J. Home construction and sales in Village I and J have commenced and 4 homes have sold in Village I. No homes have closed escrow to new homeowners in Villages I & J. Villages J, that has the same lot configuration as Village I, has all underground utilities installed and is scheduled to be paved in early 2025.

The Bike Path is installed on the 2042 Recreation District Levee and accepted by the City of Stockton.

Parcel 18 included on the Westlake Final Map consisting of 2.21 acres located at the corner of Regatta and 8 Mile Road has been offered for dedication to the City of Stockton Fire Department.

Lennar Homes has purchased and developed Villages A, B & K in Phase 4 of Westlake Villages. The Small Lot Final Maps for Villages A, B & K have been recorded. Village K lots are finished. 4 model homes and 82 production homes are under construction in Village K. Village K has sold 42 of 145 homes. Approximately 31 homes have closed escrow to new homeowners in Village K. Village A & B are finished lots and models and home construction has commenced. Village A has pulled 43 building permits and sold 14 of 69 homes and 8 homes have closed. Village B has pulled 42 building permits and sold 13 of 110 homes and 7 homes have closed. Construction of Lake 3 is complete and two 72" connection pipes have been installed that will be connected to the lake in Crystal Bay at a future date.

Construction has not commenced on the remaining villages at Westlake. Rough grading and Lake 5 plans for the remaining villages at Westlake have been approved by the City of Stockton. Improvement plans for the remaining spine roads (Breakwater Circle and Gill Pond Lane) have been submitted to the City of Stockton for plan check. Submittal of improvement plans for the remaining small lot villages to the City of Stockton for plan check will take place when a builder has been selected.

CRYSTAL BAY

Crystal Bay is a planned residential community of 173.6 acres and approximately 1,343 residential units, designed with a variety of park and open space amenities. Crystal Bay is anticipated to include four types of residential products: traditional detached single-family, compact single-family residential, small lot courtyard detached residential, and attached high density multi-family residential units.

In October 2024, the Development Agreement as it related to Crystal Bay was assigned to Dea Spanos Berberian, as Trustee of F. Spanos Nonexempt Trust FBO Dea Spanos Berberian established U/D/T dated January 27, 1998, and Dea Spanos Berberian, as Trustee of A. Spanos Nonexempt Trust FBO Dea Spanos Berberian, established U/D/T dated January 27, 1998 pursuant to that certain Partial Assignment and Assumption Agreement dated as of October 31, 2024, a copy of which is attached hereto as Exhibit "A". Future periodic reviews as they relate to Crystal Bay will be provided by the assignee.

Please contact us should you wish to discuss the status of any portion of the Project and Crystal Bay.

STOCKTON WESTLAKE INVESTMENT, LLC

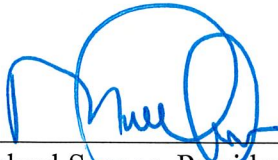
By: 
Michael Spanos, President

EXHIBIT “A”

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Doc #: 2024-093447
 10/31/2024 12:42:21 PM
 Page 1 of 17 Fee: \$264.00
 Steve J. Bestolarides
 San Joaquin County Recorder
 Paid By:

RECORDING REQUESTED BY:

First American Title Company

WHEN RECORDED RETURN TO:

Dea Spanos Berberian, as Trustee of
 F. Spanos Nonexempt Trust FBO
 Dea Spanos Berberian established
 U/D/T dated January 27, 1998, and
 A. Spanos Nonexempt Trust FBO
 Dea Spanos Berberian, established
 U/D/T dated January 27, 1998,
 3520 Brookside Road, Suite #171
 Stockton, CA 95219

2024-1195853-SH1

(Space Above This Line for Recorder's Use Only)

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (Crystal Bay)

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT ("Partial Assignment Agreement") is entered into as of October 30, 2024, by and among Dean Spanos and Dea Spanos Berberian, solely in their capacities as Co-Trustees (and not in their individual capacities) of the Alex and Faye Spanos Family Trust dated June 28, 2007 ("Assignor") as successor to A.G. Spanos, as Trustee of the Alex and Faye Spanos Trust under agreement dated January 27, 1998 ("Spanos"), and Dea Spanos Berberian, as Trustee of F. Spanos Nonexempt Trust FBO Dea Spanos Berberian established U/D/T dated January 27, 1998, and Dea Spanos Berberian, as Trustee of A. Spanos Nonexempt Trust FBO Dea Spanos Berberian, established U/D/T dated January 27, 1998 ("collectively, "Assignee").

R E C I T A L S

A. Assignor, as successor to Spanos, owns the rights and obligations in connection with that certain real property consisting of approximately 173.6 acres within the City of Stockton, County of San Joaquin, State of California, which is legally described in Exhibit A attached hereto ("Crystal Bay Property"). The Crystal Bay Property is subject to the following recorded documents: (1) that certain DA 1-04 West Lake at Spanos Park West Development Agreement dated _____, 2004, among the City of Stockton (the "City"), The Spanos Family Partnership, a California general partnership (the "Partnership"), and Spanos, recorded October 26, 2004, as Instrument No. 2004-242808, in the Official Records of the Recorder's Office of San Joaquin County, California ("2004 Development Agreement"); (2) that certain Amendment to West Lake at Spanos Park West Development Agreement (DA 1-04) dated September 9, 2004, among the City, the Partnership, and Spanos, recorded October 29, 2010, as Instrument No. 2010-141293, in the Official Records of the Recorder's Office of San Joaquin County, California ("2010 Development Agreement"); and (3) that certain Amendment to West Lake at Spanos Park West Development Agreement (DA 1-04) dated December 11, 2019, among the City, Stockton Westlake Investment, LLC, a California limited liability Company ("SWI"), and Spanos, recorded June 15, 2021, as Instrument No. 2021-102886, in the Official Records of the Recorder's Office of San Joaquin County, California ("Development Agreement"), to facilitate the development and use of

that certain real property consisting of approximately 689.6 acres within the City of Stockton, County of San Joaquin, State of California, owned by SWI ,described as The Project and more particularly described in Exhibit A of the Development Agreement (the "Westlake Property"), and the Crystal Bay Property owned by Spanos. The Development Agreement amended and restated in full the 2004 Development Agreement and the 2010 Development Agreement. The capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement.

B. Assignor is the fee owner of the Crystal Bay Property.

C. Assignor desires to transfer its interest in the Crystal Bay Property to Assignee concurrently with execution of this Partial Assignment Agreement, and Assignee desires to so acquire such interest in the Crystal Bay Property from Assignor.

D. Article 11 of the Development Agreement provides that Assignor may assign its rights and obligations under the Development Agreement to another party.

E. Assignor desires to assign to Assignee, and Assignee desires to assume certain rights and obligations of Assignor under the Development Agreement only to the extent relating to the Crystal Bay Property. Upon execution and delivery of this Partial Assignment Agreement and transfer to Assignee of legal title to the Crystal Bay Property, Assignor desires to be released from all obligations under the Development Agreement only to the extent relating to the Crystal Bay Property.

A G R E E M E N T

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment by Assignor. Assignor hereby assigns, transfers and grants to Assignee, and its successors and assigns, all of Assignor's rights, title and interest and obligations, duties, responsibilities, conditions, and restrictions under the Development Agreement only to the extent relating to the Crystal Bay Property "as is, where is" without any representation or warranty except as stated in Section 7 hereto (collectively, "Crystal Bay Rights and Obligations"). For the avoidance of doubt, (i) such Crystal Bay Rights and Obligations shall not include any of the rights, title and interest and obligations, duties, responsibilities, conditions, and restrictions under the Development Agreement other than those relating to the Crystal Bay Property and (ii) any and all of the other rights, title and interest and obligations, duties, responsibilities, conditions and restrictions under the Development Agreement shall not include any of the rights, title and interest and obligations, duties, responsibilities, conditions and restrictions that relate to the Crystal Bay Property, and shall be retained by Assignor, its prior assignees, and any other parties owning any such right, title or interest, or being liable for any such obligation (the rights, title and interest and obligations, duties, responsibilities, conditions, and restrictions clauses (i) and (ii), above, the "Excluded Rights and Obligations").

2. Acceptance and Assumption by Assignee. Assignee, for itself and its successors and assigns, hereby accepts such assignment, and assumes all such Crystal Bay Rights and Obligations, whether accruing before, on or after the date the Crystal Bay Property is conveyed by Assignor to Assignee. Assignee agrees, expressly for the benefit of the City, to perform all of the

Crystal Bay Rights and Obligations of Assignor under the Development Agreement only to the extent relating to the Crystal Bay Property arising before, on or after the date of such conveyance of the Crystal Bay Property by Assignor to Assignee.

3. Release of Assignor. Both Assignor and Assignee acknowledge that they anticipate that this Partial Assignment Agreement and the estoppel certificate that they have requested from the City will fully assign all of the Crystal Bay Rights and Obligations with respect to the Crystal Bay Property to Assignee and satisfy or waive the conditions for the release of Assignor from the Crystal Bay Rights and Obligations under the Development Agreement; provided, however, that Assignee shall have no obligation or liability if the foregoing does not satisfy or waive such conditions for such release of Assignor. It is expressly understood that Assignor shall not retain any of the Crystal Bay Rights and Obligations whatsoever with respect to the Crystal Bay Property or under the Development Agreement.

4. Substitution of Assignor. Assignee hereafter shall be substituted for and replace Assignor in the Development Agreement with respect to the Crystal Bay Property. Whenever the term "Spanos" appears in the Development Agreement with respect to the Crystal Bay Property, it shall hereafter mean Assignee.

5. Assignor and Assignee Agreements, Indemnifications and Waivers.

a. Assignee hereby agrees to indemnify and defend Assignor, SWI and Stockton Westlake Marina, LLC, a California limited liability company ("SWI Marina") and hold Assignor, SWI and SWI Marina, harmless from and against any and all claims, demands, actions, liabilities, obligations, losses, damages, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or after the date hereof and as a result of the City terminating the Development Agreement or bringing an action for specific performance or damages against SWI or SWI Marina because of an action or omission of Assignee or any affiliate of Assignee (other than Assignor, SWI or SWI Marina) that results in a default under any Crystal Bay Rights and Obligations. Notwithstanding anything to the contrary contained herein, SWI and Stockton Marina shall be third-party beneficiaries of this Section 5.a. of this Partial Assignment Agreement.

b. Assignor acknowledges and agrees that Assignee shall have the exclusive right to assert any claims against the City with respect to such Crystal Bay Rights and Obligations. Assignor hereby waives any claims or potential claims by Assignor against City to the extent arising solely out of the Crystal Bay Rights and Obligations, but, for the avoidance of doubt, not to the extent arising solely out of the Excluded Rights and Obligations.

c. Assignor hereby agrees to indemnify and defend Assignee and hold Assignee harmless from and against any and all claims, demands, actions, liabilities, obligations, losses, damages, costs, and expenses (including, without limitation, attorneys' fees and court costs) arising from or after the date hereof and as a result of the City terminating the Development Agreement or bringing an action for specific performance or damages against Assignee because of an action or omission by Assignor or any affiliate of Assignor that results in a default under any Excluded Rights and Obligations.

6. Development Agreement in Full Force and Effect. Except as specifically provided herein with respect to the assignment, all the terms, covenants, conditions, and provisions of the Development Agreement are hereby ratified and shall remain in full force and effect.

7. Representation and Warranty. Assignor hereby represents and warrants to Assignee that Assignor has not granted, sold, transferred, assigned, conveyed, delivered, mortgaged, pledged or encumbered all or any of Assignor's rights, title or interests in and to the Crystal Bay Rights and Obligations to any party other than Assignee and that, at the time of this Partial Assignment Agreement, Assignor owns the Crystal Bay Rights and Obligations free and clear from any and all liens, encumbrances and security interests, except for the liens and encumbrances recorded in the Official Records of the Recorder's Office of San Joaquin County, California, against the Crystal Bay Rights and Obligations before the date of the recordation of this Partial Assignment Agreement in the Official Records of the Recorder's Office of San Joaquin County, California.

8. Recording. Assignor shall cause this Partial Assignment Agreement to be recorded in the Official Records of San Joaquin County, California.

9. Successors and Assigns. Subject to the restrictions on transfer set forth in the Development Agreement, all of the terms, covenants, conditions, and provisions of this Partial Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, pursuant to Article 11 of the Development Agreement. Assignee hereby agrees that Section 5.a., 9, 11, 12, 13, 14, 15 and 16 (but not other provision) of this Partial Assignment Agreement inures to the benefit of the Westlake Property owned by SWI and SWI Marina and the successive owners of such property, and this Partial Assignment Agreement binds the Crystal Bay Property and the successive owners of the Crystal Bay Property, it being the intent of Assignee that this Partial Assignment Agreement shall run with the land. It is the intention of Assignee that the provisions of this Partial Assignment Agreement comply with the provisions of California Civil Code Sections 1462, 1468 and 1471 of the California Civil Code for covenants running with the land.

10. Assignee Address for Notices. The address of Assignee for the purpose of notices, demands and communications under Section 15.3 of the Development Agreement shall be:

Dea Spanos Berberian, as Trustee of
F. Spanos Nonexempt Trust FBO
Dea Spanos Berberian established
U/D/T dated January 27, 1998, and
A. Spanos Nonexempt Trust FBO
Dea Spanos Berberian, established
U/D/T dated January 27, 1998,
3520 Brookside Road, Suite #171
Stockton, CA 95219

With a copy to:

Sheppard, Mullin, Richter & Hampton LLP
650 Town Center Drive, 19th Floor
Costa Mesa, CA 92626
Attn: Corey Steady
(714) 513-5100

11. Applicable Law/Venue. This Partial Assignment Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to its choice of law provisions. Any legal actions under this Partial Assignment Agreement shall be brought only in the Superior Court of the County of San Joaquin State of California.

12. Interpretation. All parties have been represented by counsel in the preparation and negotiation of this Partial Assignment Agreement and this Partial Assignment Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Partial Assignment Agreement. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

13. Headings. Section headings in this Partial Assignment Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Partial Assignment Agreement.

14. Severability. Except as otherwise provided herein, if any provision(s) of this Partial Assignment Agreement is (are) held invalid, the remainder of this Partial Assignment Agreement shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

15. Counterparts. This Partial Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Partial Assignment Agreement had executed the same counterpart.

16. Effective Date. The effective date of this Partial Assignment Agreement shall be the date upon which Assignee obtains fee title to the Crystal Bay Property.

[Signature Pages Follow]

2024-093447 Page 6 of 17
10/31/2024 12:42:21 PM

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Partial Assignment Agreement as of the date first above written.

ASSIGNOR

THE AMENDED AND RESTATED ALEX AND
FAYE SPANOS FAMILY TRUST, dated June 28,
2007, as amended

By: 

Dean A. Spanos, Co-Trustee

[Signatures Continue on Following Page]

[Signature Page to Partial Assignment of Development Agreement]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

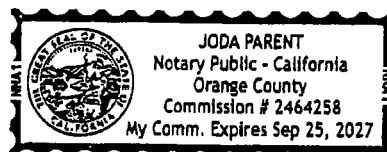
On 10.23.2024, before me, Joda Parent, Notary Public, personally appeared Dean A. Spanos, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

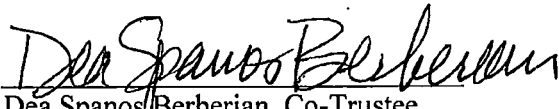
Signature

Joda Parent



2024-093447 Page 8 of 17
10/31/2024 12:42:21 PM

THE AMENDED AND RESTATED ALEX AND
FAYE SPANOS FAMILY TRUST, dated June 28,
2007, as amended

By: 
Dea Spanos Berberian, Co-Trustee

[Signatures Continue on Following Page]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

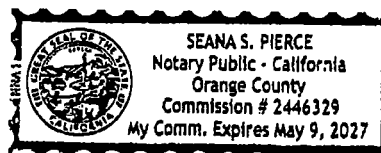
On October 22, 2024, before me, Seana S. Pierce, Notary Public, personally appeared Dea Spanos Berberian, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Seana S. Pierce



ASSIGNEE:

F. Spanos Nonexempt Trust FBO Dea Spanos
Berberian established U/D/T dated January 27,
1998, as amended

By Dea Spanos Berberian
Dea Spanos Berberian, Trustee

A. Spanos Nonexempt Trust FBO Dea Spanos
Berberian, established U/D/T dated January 27,
1998, as amended

By Dea Spanos Berberian
Dea Spanos Berberian, Trustee

[Signatures Continue on Following Page]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

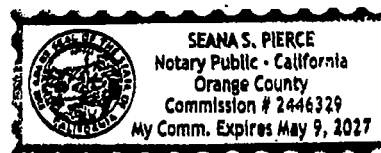
On October 22, 2024, before me, Seana S. Pierce, Notary Public, personally appeared Dea Spanos Berberian, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Seana S. Pierce



Consent to Assignment of Development Agreement
(Crystal Bay)

This Consent to Assignment of Development Agreement (this "Consent") is executed by Stockton West Investment, LLC, a California limited liability company ("SWI"), and Stockton Westlake Marina, LLC, a California limited liability company ("SWI Marina"), in connection with the foregoing Partial Assignment And Assumption Agreement ("Partial Assignment Agreement") dated as of even date herewith among Dean Spanos and Dea Spanos Berberian, solely in their capacities as Co-Trustees (and not in their individual capacities) of the Alex and Faye Spanos Family Trust dated June 28, 2007 ("Assignor") as successor to A.G. Spanos, as Trustee of the Alex and Faye Spanos Trust under agreement dated January 27, 1998 ("Spanos"), and Dea Spanos Berberian, as Trustee of F. Spanos Nonexempt Trust FBO Dea Spanos Berberian established U/D/T dated January 27, 1998, and Dea Spanos Berberian, as Trustee of A. Spanos Nonexempt Trust FBO Dea Spanos Berberian, established U/D/T dated January 27, 1998 ("collectively, "Assignee"). Capitalized terms used but not defined in this Consent have the meanings given to them in the Partial Assignment Agreement. This Consent inures to the benefit of each of Assignor and Assignee.

SWI and SWI Marina hereby consent to the Partial Assignment Agreement, and agree as follows: (1) SWI and SWI Marina shall retain all of the obligations, duties, responsibilities, conditions and restrictions under the Development Agreement only to the extent relating to the Westlake Property; (2) that neither SWI nor SWI Marina (a) owns any right, title or interest in, or (b) is obligated for the performance of, any of the Crystal Bay Rights and Obligations; and (3) SWI and SWI Marina hereby agree to indemnify and defend Assignee and hold Assignee harmless from and against any and all claims, demands, actions, liabilities, obligations, losses, damages, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or after the date hereof and as a result of the City terminating the Development Agreement or bringing an action for specific performance or damages because of an action or omission of SWI or SWI Marina or any affiliate of either of them (other than Assignor or Assignee) that results in a default under any Excluded Rights and Obligations.

SWI and SWI Marina hereby agree that this Consent inures to the benefit of the Crystal Bay Property and the successive owners of the Crystal Bay Property and binds the Westlake Property and the successive owners of the Westlake Property, it being the intent of SWI and SWI Marina that this Consent shall run with the land. It is the intention of SWI and SWI Marina that the provisions of this Consent comply with the provisions of California Civil Code Sections 1462, 1468 and 1471 of the California Civil Code for covenants running with the land.

Dated: October 30, 2024

“SWI”

Stockton Westlake Investment, LLC,
a California limited liability company

By: _____

Name: Dean A. Spanos

Title: Manager

SIGNED IN COUNTERPART

By: _____

Name: Michael A. Spanos

Title: Manager

“SWI Marina”

Stockton Westlake Marina, LLC,
a California limited liability company

By: _____

Name: Dean A. Spanos

Title: Manager

SIGNED IN COUNTERPART

By: _____

Name: Michael A. Spanos

Title: Manager

[End of Signatures]

2024-093447 Page 14 of 17
10/31/2024 12:42:21 PM

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

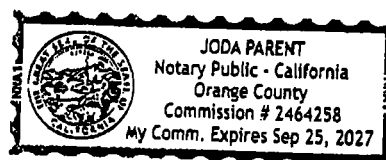
On 10.23.2024, before me, Joda Parent, Notary Public, personally appeared Dean A. Spanos, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Joda Parent



“SWP”

Stockton Westlake Investment, LLC,
a California limited liability company

SIGNED IN COUNTERPART

By: _____

Name: Dean A. Spanos

Title: Manager

By:  _____

Name: Michael A. Spanos

Title: Manager

“SWI Marina”

Stockton Westlake Marina, LLC,
a California limited liability company

SIGNED IN COUNTERPART

By: _____

Name: Dean A. Spanos

Title: Manager

By:  _____

Name: Michael A. Spanos

Title: Manager

[End of Signatures]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

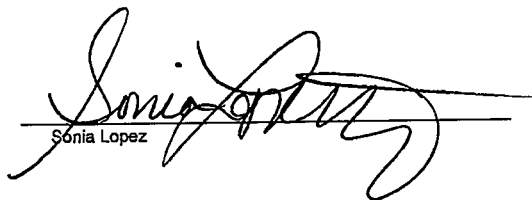
State of California)
County of San Joaquin)

On October 23, 2024, before me, Sonia Lopez, Notary Public, personally appeared Michael A. Spanos, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Sonia Lopez

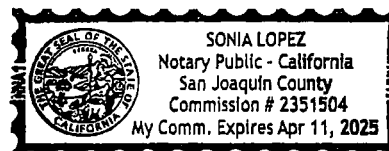


Exhibit A

(Legal Description of Crystal Bay)

All that certain real property situated in the City of Stockton, County of San Joaquin, State of California, and described as follows:

PARCELS 1, 2, AND 3 AS PER PARCEL MAP FILED JUNE 25, 1991 IN VOLUME 17 OF PARCEL MAPS, PAGE 171, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED 1/3 INTEREST IN AND TO ALL OF THE OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN DEED RECORDED JANUARY 02, 1957 IN BOOK 1931, PAGE 456, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/3 INTEREST IN ALL OIL, GAS, HYDROCARBONS AND OTHER MINERAL SUBSTANCES OF ANY NATURE LOCATED BELOW A DEPTH OF 500 FEET AND WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED RECORDED APRIL 14, 1987 AS INSTRUMENT NO. 87032637, AND RE-RECORDED ON DECEMBER 10, 1987 AS INSTRUMENT NO. 87112057, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/3 INTEREST IN ALL OIL, GAS, HYDROCARBONS AND OTHER MINERAL SUBSTANCES OF ANY NATURE LOCATED BELOW A DEPTH OF 500 FEET NOT EXCEPTED IN THE RESERVATIONS DESCRIBED ABOVE RECORDED MARCH 12, 2004 AS INSTRUMENT NO. 2004-050241 OF OFFICIAL RECORDS.

For conveyancing purposes only: APN 066-060-010-000 (Affects Parcel 1) APN: 066-060-020-000 (Affects Parcel 2) APN: 066-060-030-000 (Affects Parcel 3)



COMMUNITY DEVELOPMENT DEPARTMENT

345 North El Dorado Street • Stockton, CA 95202 • (209) 937-8266 • Fax (209) 937-8893

January 8, 2025

Dea Spanos Berberian, as Trustee of F. Spanos Nonexempt Trust FBO Dea Spanos Berberian established U/D/T dated January 27, 1998, and A. Spanos Nonexempt Trust FBO Dea Spanos Berberian, established U/D/T dated January 27, 1998, 3520 Brookside Road, Suite #171 Stockton, CA 95219

Sheppard, Mullin, Richter & Hampton LLP
650 Town Center Drive, 19th Floor
Costa Mesa, CA 92626
Attn: Corey Steady
(714) 513-5100

RE: 2024 ANNUAL DEVELOPMENT AGREEMENT REVIEW: CRYSTAL BAY (DA1-04)

Dear Ms. Spanos Berberian,

Per state law (California Government Code, § 65865.1), Section 16.128.110.D of the Stockton Municipal Code (SMC) and the terms of the Development Agreement (DA) listed above: it is the duty of the applicant and/or the successor(s)-in-interest to provide evidence of good faith compliance with the agreement. This letter serves as notice to submit a periodic review (at least once every 12 months) and update the progress of the terms in the Development Agreement.

Your project DA compliance report must be submitted to Anson Lihosit, Senior Planner, by email or mailed to Anson Lihosit, Senior Planner, City of Stockton, Community Development Department, 345 N. El Dorado Street, Stockton, CA 95202. Once all compliance reports are submitted, city staff will present a status and compliance report for all active DAs to the City of Stockton Planning Commission for a compliance determination per SMC 16.128.110.C. Please see the attached compliance letter from last year. (Attachment 1)

If you are no longer the current "Landowner" and have conveyed your interest, please provide the city with a copy of the recorded Assignment and Assumption Agreement, or else the city will continue to hold you responsible for the terms of the Development Agreement.

If you have any questions, please contact Anson Lihosit, Senior Planner, at 209-937-8316 or anson.lihosit@stocktonca.gov.

Cordially,

Anson K. Lihosit, AICP
Senior Planner
Community Development Department

Attachment:

1. 2023 Compliance Letter

Anson Lihosit

From: Justin Mahramas <JMahramas@sheppardmullin.com>
Sent: Wednesday, January 22, 2025 5:00 PM
To: Anson Lihosit
Cc: Michael McDowell; Erin Capps; Alexandros Economou; Mark Okuma
Subject: Crystal Bay / Delta Cove DA
Attachments: 10-31-2024_RecordedPartialAssignmentAndAssumption_CrystalBay.pdf; 10-31-2024_RecordedAssignmentAndAssumptionAgreement_Delta Cove.pdf; - REC1_GD_2024-093446.pdf; - REC3_GD_2024-093448.pdf

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Anson,

Following up on your request regarding the status of the development agreements for the Delta Cove and Crystal Bay annual reviews.

Delta Cove:

The Delta Cove property was conveyed by a grant deed recorded October 31, 2025, and the Delta Cove development agreement was assigned by assignment and assumption agreement recorded on October 31, 2024, copies of which are attached hereto. Those documents conveyed the Delta Cove property and assigned the Delta Cove development agreement to Dea Spanos Berberian, as Trustee of F. Spanos Nonexempt Trust and Dea Spanos Berberian, as Trustee of A. Spanos Nonexempt Trust. Given the recency of that assignment, the new property owners are collecting information and preparing to move forward under the development agreement.

Crystal Bay:

The Crystal Bay property was conveyed by a grant deed recorded October 31, 2025, and the rights and obligations regarding the Crystal Bay property (but not with respect to the Westlake or any other property) under the Westlake and Crystal Bay development agreement were assigned by the partial assignment and assumption agreement recorded on October 31, 2024, copies of which are attached hereto. Those documents conveyed the Crystal Bay property and assigned the rights and obligations regarding the Crystal Bay property (but not with respect to the Westlake or any other property) under the Westlake and Crystal Bay development agreement to Dea Spanos Berberian, as Trustee of F. Spanos Nonexempt Trust and Dea Spanos Berberian, as Trustee of A. Spanos Nonexempt Trust. Given the recency of that partial assignment, the new property owners are collecting information and preparing to move forward under that development agreement.

Based on the preliminary information collected by the new owners, we understand as follows:

Crystal Bay is a planned residential community of 173.6 acres and approximately 1,343 residential units, designed with a variety of park and open space amenities. In relation to this development, the Vesting Tentative Map of Tract No. 3585, Subdivisions of San Joaquin County, Crystal Bay at Spanos Park West ("Crystal Bay Tentative Map") was approved by the Stockton Planning Commission on April 10, 2008 and filed on July 20, 2008. The Crystal Bay Tentative Map is included as part of the partial assignment and assumption of development agreement, which is set to expire on January 10, 2040.

Property upgrades include two 72" connection pipes that have been installed connecting drainage from the Crystal Bay property to Lake 3 on the Westlake property. The prior owner of the Crystal Bay property paid for that installation in full. Those connections will allow surface drainage from the Crystal Bay to flow to Lake 3 and the

stormwater drainage system on the Westlake property. Further, the Scott Street Drive was extended to the boundary of Crystal Bay, and the owners of the Crystal Bay property contemplate that Scott Creek Drive will be extended through Crystal Bay from its boundary when the Crystal Bay property is developed to serve as a secondary access to the Crystal Bay property.

The sanitary sewer lift station on the Westlake property that will also service the Crystal Bay property was completed and accepted by the City of Stockton. The storm drain pump station on parcel 9 of the Large Lot Final Map that will service the Crystal Bay property has been completed and also accepted by the City of Stockton.

Please contact us should you wish to discuss the status of either development agreement.

Best,
Justin

Justin J. Mahramas

+1 213-617-4101 | direct

+1 412-916-2455 | cell

JMahramas@sheppardmullin.com | [Bio](#)

SheppardMullin

350 South Grand Avenue, 40th Floor

Los Angeles, CA 90071-3460

+1 213-620-1780 | main

www.sheppardmullin.com | [LinkedIn](#)

We have moved! Please note our new address in my signature block.

Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.